CPMG / KA / BG-GPO/13 / 2003-2005

ವಿಶ್ವಮಾನವ ವರ್ಷ



ಕರ್ನಾಟಕ ರಾಜ್ಯಪತ್ರ

ಅಧಿಕೃತವಾಗಿ ಪ್ರಕಟಿಸಲಾದುದು

ಸಂಪುಟ ೧೩೯	ಬೆಂಗಳೂರು, ಗುರುವಾರ, ಸೆಪ್ಟೆಂಬರ್ ೨೩, ೨೦೦೪ (ಆಶ್ವಯುಜ ೧, ಶಕ ವರ್ಷ ೧೯೨೬)	ಸಂಚಿಕೆ ೩೯

ಭಾಗ-೪-ಎ

ರಾಜ್ಯದ ವಿಧೇಯಕಗಳ ಮತ್ತು ಅವುಗಳ ಮೇಲೆ ಪರಿಶೀಲನಾ ಸಮಿತಿಯ ವರದಿಗಳು, ರಾಜ್ಯದ ಅಧಿನಿಯಮಗಳು ಮತ್ತು ಅಧ್ಯಾದೇಶಗಳು, ಕೇಂದ್ರದ ಮತ್ತು ರಾಜ್ಯದ ಶಾಸನಗಳ ಮೇರೆಗೆ ರಾಜ್ಯ ಸರ್ಕಾರವು ಹೊರಡಿಸಿದ ಸಾಮಾನ್ಯ ಶಾಸನಬದ್ಧ ನಿಯಮಗಳು ಮತ್ತು ರಾಜ್ಯಾಂಗದ ಮೇರೆಗೆ ರಾಜ್ಯಪಾಲರು ಮಾಡಿದ ನಿಯಮಗಳು, ಹಾಗೂ ಕರ್ನಾಟಕ ಉಚ್ಚ ನ್ಯಾಯಾಲಯವು ಮಾಡಿದ ನಿಯಮಗಳು.

ಕಾನೂನು ಸಚಿವಾಲಯ

ಅಧಿಸೂಚನೆ ಸಂಖ್ಯೆ: ಲಾ 34 ಎಲ್‌ಎಜಿ 2004, ಬೆಂಗಳೂರು, ದಿನಾಂಕ: 31ನೇ ಆಗಸ್ಟ್ 2004

ಶ್ರೀ ಡಿ.ಎಲ್. ಶಿವಕುಮಾರ್, ವಕೀಲರು ಇವರನ್ನು ಈ ಅಧಿಸೂಚನೆಯ ದಿನಾಂಕದಿಂದ ಮೂರು ವರ್ಷಗಳ ಅವಧಿಗೆ ಅಥವಾ ಈ ವಿಷಯದಲ್ಲಿ ಮುಂದಿನ ಆದೇಶ ಹೊರಡಿಸುವವರೆಗೆ, ಇವೆರಡರಲ್ಲಿ ಯಾವುದು ಮೊದಲೋ ಅಲ್ಲಿಯವರೆಗೆ, ಕೆ.ಎಲ್.ಓ ನಿಯಮ 1977 ರಲ್ಲಿನ ಷರತ್ತುಗಳಿಗೊಳಪಟ್ಟು ಕರ್ನಾಟಕ ಉಚ್ಚ ನ್ಯಾಯಾಲಯಕ್ಕೆ ಹೆಚ್ಚುವರಿ ಸರ್ಕಾರಿ ವಕೀಲರನ್ನಾಗಿ ನೇಮಕ ಮಾಡಿದೆ.

ಕರ್ನಾಟಕ ರಾಜ್ಯಪಾಲರ ಆದೇಶಾನುಸಾರ ಮತ್ತು ಅವರ ಹೆಸರಿನಲ್ಲಿ,

ಚಿಕ್ಕಹನುಮಂತಯ್ಯ

ಪಿ.ಆರ್. 550 ಸರ್ಕಾರದ ಅಧೀನ ಕಾರ್ಯದರ್ಶಿ, ಕಾನೂನು ಇಲಾಖೆ (ಆಡಳಿತ-1).

ಮಾಹಿತಿ ತಂತ್ರಜ್ಞಾನ ಮತ್ತು ಜೈವಿಕ ತಂತ್ರಜ್ಞಾನ ಸಚಿವಾಲಯ

ಅಧಿಸೂಚನೆ-1 ಸಂಖ್ಯೆ: ಮಾತಂಇ 40 ಇತರೆ 2002, ಬೆಂಗಳೂರು, ದಿನಾಂಕ. 19ನೇ ಆಗಸ್ಟ್ 2004

ಕರ್ನಾಟಕ ಮಾಹಿತಿ ಪಡೆಯಲು ಹಕ್ಕು ಅಧಿನಿಯಮ 2000 ರ ಪ್ರಕರಣ 2 ಮತ್ತು 3(ಬಿ) ಯ ಅನುಸಾರ ಕರ್ನಾಟಕ ಸರ್ಕಾರದ ಮಾಹಿತಿ ತಂತ್ರಜ್ಞಾನ,ಜೈವಿಕ ತಂತ್ರಜ್ಞಾನ ಹಾಗೂ ವಿಜ್ಞಾನ ಮತ್ತು ತಂತ್ರಜ್ಞಾನ ಸಚಿವಾಲಯ ಇಲಾಖೆಗೆ ಸಂಬಂಧಿಸಿದಂತೆ ಈ ಕೆಳಗಿನ ಮಾಹಿತಿಗಳನ್ನು ಸಾರ್ವಜನಿಕರ ತಿಳುವಳಿಕೆಗಾಗಿ ಪ್ರಕಟ ಪಡಿಸಲಾಗಿದೆ.

ಮಾಹಿತಿ ತಂತ್ರಜ್ಞಾನ ಕ್ಷೇತ್ರದಲ್ಲಿ ಕರ್ನಾಟಕ ರಾಜ್ಯವು ತಾನು ಗಳಿಸಿರುವ ಉನ್ನತ ಸ್ಥಾನವನ್ನು ಉಳಿಸಲು ಹಾಗೂ ಇನ್ನೂ ಹೆಚ್ಚಿನ ಪ್ರಗತಿಯನ್ನು ಸಾಧಿಸಲು ರಾಜ್ಯದಲ್ಲಿ ಈ ಕ್ಷೇತ್ರದ ಕೈಗಾರಿಕೆಗಳ ಬೆಳವಣಿಗೆಗೆ ಸೂಕ್ತ ವಾತಾವರಣ ಕಲ್ಪಿಸಲು ಮತ್ತು ಮೂಲ ಸೌಕರ್ಯಗಳನ್ನು ಒದಗಿಸಲು ಹಾಗೂ ಮಾಹಿತಿ ತಂತ್ರಜ್ಞಾನವನ್ನು ರಾಜ್ಯದ ಎಲ್ಲೆಡೆ ಕೊಂಡೊಯ್ಯಲು ಅಗತ್ಯವಾದ ನೀತಿಗಳನ್ನು ರೂಪಿಸಿ ಅವುಗಳನ್ನು ಅನುಷ್ಠಾನಗೊಳಿಸುವ ಉದ್ದೇಶದಿಂದ ಮಾಹಿತಿ ತಂತ್ರಜ್ಞಾನ ಸಚಿವಾಲಯ ಇಲಾಖೆಯನ್ನು ಸರ್ಕಾರದ ಆದೇಶ ಕ್ರ. DPAR 12 SEM 99 ದಿನಾಂಕ 03.12.99 ರಲ್ಲಿ ಅಸ್ತಿತ್ವಕ್ಕೆ ತರಲಾಗಿದೆ. ಆಗ ಇತರ ಇಲಾಖೆಗಳ ಆಡಳಿತ ನಿಯಂತ್ರಣದಲ್ಲಿದ್ದ ಕರ್ನಾಟಕ ಸರ್ಕಾರದ ಗಣಕ ಕೇಂದ್ರ, ಕರ್ನಾಟಕ ರಾಜ್ಯ ವಿದ್ಯುನ್ಮಾನ ಅಭಿವೃದ್ಧಿ ನಿಗಮ, ಇಂಡಿಯನ್ ಇನ್‌ಸ್ಟಿಟ್ಯೂಟ್ ಆಫ್ ಇನ್‌ಫರ್ಮೇಶನ್ ಟೆಕ್ನಾಲಜಿ, ಬೆಂಗಳೂರು ಹಾಗೂ ಕರ್ನಾಟಕ ದೂರ ಸಂವೇದಿ ಅನ್ವಯಿಕ ಕೇಂದ್ರ ಇವುಗಳನ್ನು, ಹೊಸದಾಗಿ ರಚಿತವಾದ ಮಾಹಿತಿ ತಂತ್ರಜ್ಞಾನ ಸಚಿವಾಲಯ ಇಲಾಖೆಯ ಅಧೀನಕ್ಕೆ ತರಲಾಯಿತು.

ಮಾಹಿತಿ ತಂತ್ರಜ್ಞಾನ ಕ್ಷೇತ್ರದಲ್ಲಿ ಪ್ರಗತಿ ಸಾಧಿಸಿದಂತೆ ಜೈವಿಕ ತಂತ್ರಜ್ಞಾನ ಕ್ಷೇತ್ರದಲ್ಲಿಯೂ ಹೆಚ್ಚಿನ ಪ್ರಗತಿಯನ್ನು ಸಾಧಿಸುವ ದೃಷ್ಟಿಯಿಂದ ಸರ್ಕಾರವು ಜೈವಿಕ ತಂತ್ರಜ್ಞಾನ ನೀತಿಯನ್ನು ಜಾರಿಗೆ ತಂದಿತು. ಈ ವಿಷಯವನ್ನು ಮಾಹಿತಿ

ತಂತ್ರಜ್ಞಾನ ಇಲಾಖೆಯು ನಿರ್ವಹಿಸುವಂತೆ ತೀರ್ಮಾನಿಸಿದುದರಿಂದ ಇಲಾಖೆಯು ಮಾಹಿತಿ ತಂತ್ರಜ್ಞಾನ ಮತ್ತು ಜೈವಿಕ ತಂತ್ರಜ್ಞಾನ ಇಲಾಖೆಯೆಂದು ಹೆಸರಿಸಲ್ಪಟ್ಟಿತು. ಇತ್ತೀಚೆಗೆ ಯೋಜನಾ ಇಲಾಖೆಯಿಂದ ವಿಜ್ಞಾನ ಮತ್ತು ತಂತ್ರಜ್ಞಾನ ವಿಭಾಗವನ್ನು ಮಾಹಿತಿ ತಂತ್ರಜ್ಞಾನ ಮತ್ತು ಜೈವಿಕ ತಂತ್ರಜ್ಞಾನ ಇಲಾಖೆಗೆ ಸೇರ್ಪಡೆ ಮಾಡಲಾಗಿದೆ. ಆದ್ದರಿಂದ ಇಲಾಖೆಯು ಮಾಹಿತಿ ತಂತ್ರಜ್ಞಾನ , ಜೈವಿಕ ತಂತ್ರಜ್ಞಾನ ಹಾಗೂ ವಿಜ್ಞಾನ ಮತ್ತು ತಂತ್ರಜ್ಞಾನ ಇಲಾಖೆಯಾಗಿ ಕಾರ್ಯನಿರ್ವಹಿಸುತ್ತಿದೆ.

ಮಾಹಿತಿ ತಂತ್ರಜ್ಞಾನ, ಜೈವಿಕ ತಂತ್ರಜ್ಞಾನ ಹಾಗೂ ವಿಜ್ಞಾನ ಮತ್ತು ತಂತ್ರಜ್ಞಾನ ಸಚಿವಾಲಯವು ಬೆಂಗಳೂರು ನಗರದ ಮಿಲ್ಲರ್ ಟ್ಯಾಂಕ್ ಬೆಡ್‌ನಲ್ಲಿ ತಿಮ್ಮಯ್ಯ ರಸ್ತೆಯಲ್ಲಿರುವ ಯು.ಎನ್.ಐ ಕಟ್ಟಡ, 3 ನೇ ಮಹಡಿಯಿಂದ ಕಾರ್ಯನಿರ್ವಹಿಸುತ್ತಿದೆ. ಇದರ ಒಂದು ಭಾಗವಾಗಿರುವ ವಿಜ್ಞಾನ ಮತ್ತು ತಂತ್ರಜ್ಞಾನ ವಿಭಾಗವು ನಗರದ ಬಹುಮಹಡಿ ಕಟ್ಟಡದಲ್ಲಿ ನೆಲೆಯಾಗಿದೆ. ಇಲಾಖೆಯು ಸಚಿವಾಲಯದ ಇತರ ಇಲಾಖೆಗಳಂತೆಯೇ ಸಚಿವಾಲಯ ಕೈಪಿಡಿಯಲ್ಲಿ ತಿಳಿಸಿರುವ ರೀತಿಯಲ್ಲಿ ಕೆಲಸ ಮಾಡುತ್ತದೆ.

ಮಾಹಿತಿ ತಂತ್ರಜ್ಞಾನ, ಜೈವಿಕ ತಂತ್ರಜ್ಞಾನ ಹಾಗೂ ವಿಜ್ಞಾನ ಮತ್ತು ತಂತ್ರಜ್ಞಾನಗಳಿಗೆ ಸಂಬಂಧಿಸಿದ ವಿಷಯಗಳಲ್ಲಿ ಸರ್ಕಾರದ ನೀತಿ ಕಾರ್ಯಕ್ರಮಗಳನ್ನು ಅನುಷ್ಠಾನಗೊಳಿಸಲು ಈ ಕೆಳಕಾಣಿಸಿದ ನಿರ್ದೇಶನಾಲಯ/ಸಂಸ್ಥೆಗಳು ಇಲಾಖೆಯ ಅಡಿ ಅಸ್ತಿತ್ವದಲ್ಲಿವೆ.

1) **ಮಾಹಿತಿ ತಂತ್ರಜ್ಞಾನ ಮತ್ತು ಜೈವಿಕ ತಂತ್ರಜ್ಞಾನ ವಿಭಾಗದ ಅಡಿಯಲ್ಲಿ**

a) ಮಾಹಿತಿ ತಂತ್ರಜ್ಞಾನ ಮತ್ತು ಜೈವಿಕ ತಂತ್ರಜ್ಞಾನ ನಿರ್ದೇಶನಾಲಯ

b) ಸಾರ್ವಜನಿಕ ವಲಯದ ಉದ್ದಿಮೆ–ಕಿಯೊನಿಕ್ಸ್

c) ರಾಜ್ಯದ ಅಭಿವೃದ್ಧಿಗೆ ದೂರ ಸಂವೇದ ತಂತ್ರಜ್ಞಾನದ ಮೂಲಕ ನೈಸರ್ಗಿಕ ಹಾಗೂ ಇತರ ಮಾಹಿತಿಗಳನ್ನು ಒದಗಿಸಲು ಸೃಷ್ಟಿಯಾಗಿರುವ ಕರ್ನಾಟಕ ರಾಜ್ಯ ದೂರ ಸಂವೇದಿ ಅನ್ವಯಿಕ ಕೇಂದ್ರ.

d) ಮಾಹಿತಿ ತಂತ್ರಜ್ಞಾನ ಮತ್ತು ಜೈವಿಕ ತಂತ್ರಜ್ಞಾನ ಉದ್ದಿಮೆಗಳಿಗೆ ಮಾರ್ಗದರ್ಶನ ಹಾಗೂ ಇತರ ಸೇವೆಗಳನ್ನು ಒದಗಿಸುವುದಕ್ಕಾಗಿ ಸೃಷ್ಟಿಯಾಗಿರುವ ಕೆಬಿಟ್ಸ್ ಸಂಸ್ಥೆ

e) ಜೈವಿಕ ತಂತ್ರಜ್ಞಾನ ಉದ್ದಿಮೆ/ಸಂಸ್ಥೆಗಳ ಸಮನ್ವಯೀಕರಣ ಹಾಗೂ ಅವುಗಳ ಬೆಳವಣಿಗೆಗಾಗಿ ಅಗತ್ಯ ಕಾರ್ಯಕ್ರಮಗಳನ್ನು ರೂಪಿಸಿ ಅನುಷ್ಠಾನಗೊಳಿಸುವುದಕ್ಕಾಗಿ ರಚನೆಯಾಗಿರುವ ಕರ್ನಾಟಕ ಜೈವಿಕ ತಂತ್ರಜ್ಞಾನ ಅಭಿವೃದ್ಧಿ ಪರಿಷತ್ತು.

f) ಮಾಹಿತಿ ತಂತ್ರಜ್ಞಾನ ಕೈಗಾರಿಕೆಗಳಿಗೆ ಅಗತ್ಯವಾಗುವ ಉತ್ತಮ ಮಾನವ ಸಂಪನ್ಮೂಲವನ್ನು ಪೂರೈಸುವುದಕ್ಕಾಗಿ ಹಾಗೂ ಮಾಹಿತಿ ತಂತ್ರಜ್ಞಾನ ವಲಯದ ಉನ್ನತ ಶಿಕ್ಷಣವನ್ನು ಒದಗಿಸುವುದಕ್ಕಾಗಿ ಅಸ್ತಿತ್ವಕ್ಕೆ ಬಂದಿರುವ Indian Institute of Information Technology, ಬೆಂಗಳೂರು.

g) ಜೈವಿಕ ತಂತ್ರಜ್ಞಾನ ಕೈಗಾರಿಕೆಗಳಿಗೆ ಅಗತ್ಯವಾಗುವ ಉತ್ತಮ ಮಾನವ ಸಂಪನ್ಮೂಲವನ್ನು ಪೂರೈಸುವುದಕ್ಕಾಗಿ ಹಾಗೂ ಜೈವಿಕ ತಂತ್ರಜ್ಞಾನ ವಲಯದಲ್ಲಿ ಉನ್ನತ ಶಿಕ್ಷಣವನ್ನು ಒದಗಿಸುವುದಕ್ಕಾಗಿ ಸರ್ಕಾರವು ಅಸ್ತಿತ್ವಕ್ಕೆ ತಂದಿರುವ Institute of Bioinformatics and Applied Biotechnology .

2) **ವಿಜ್ಞಾನ ಮತ್ತು ತಂತ್ರಜ್ಞಾನ ವಿಭಾಗದ ಅಡಿಯಲ್ಲಿ**

a) ಕರ್ನಾಟಕ ರಾಜ್ಯ ವಿಜ್ಞಾನ ಮತ್ತು ತಂತ್ರ ವಿದ್ಯಾ ಮಂಡಳಿ

b) ಕರ್ನಾಟಕ ರಾಜ್ಯ ವಿಜ್ಞಾನ ಪರಿಷತ್ತು

c) ಜವಹರ್‌ಲಾಲ್ ನೆಹರು ತಾರಾಲಯ

d) ಬರ ಪರಿಹಾರ ಉಸ್ತುವಾರಿ ಕೋಶ

ಮಾಹಿತಿ ತಂತ್ರಜ್ಞಾನ ,ಜೈವಿಕ ತಂತ್ರಜ್ಞಾನ ಹಾಗೂ ವಿಜ್ಞಾನ ಮತ್ತು ತಂತ್ರಜ್ಞಾನ ಇಲಾಖೆಯ ಮಾಹಿತಿ ತಂತ್ರಜ್ಞಾನ ಮತ್ತು ಜೈವಿಕ ತಂತ್ರಜ್ಞಾನ ವಿಭಾಗದಲ್ಲಿ ಅಧಿಕಾರಿಗಳು ನಿರ್ವಹಿಸುವ ಕೆಲಸದ ವಿವರಗಳನ್ನು ಅನುಬಂಧ–1ರಲ್ಲಿ ಕೊಡಲಾಗಿದೆ. ಮಾಹಿತಿ ತಂತ್ರಜ್ಞಾನ ಮತ್ತು ಜೈವಿಕ ತಂತ್ರಜ್ಞಾನ ವಿಭಾಗದ ಕಾರ್ಯಚಟುವಟಿಕೆಗಳ ಬಗ್ಗೆ ಹೆಚ್ಚಿನ ಮಾಹಿತಿಗಳನ್ನು ಇಲಾಖೆಯು ನಿರ್ವಹಿಸುತ್ತಿರುವ ಅಧಿಕೃತ ವೆಬ್‌ಸೈಟ್‌ಗಳಾದ **www.bangaloreit.com** ಹಾಗೂ **www.bangalorebio.com** ಗಳಲ್ಲಿ ಪ್ರಕಟಪಡಿಸಲಾಗುತ್ತಿದೆ. ಮುಖ್ಯವಾದ ಆದೇಶಗಳನ್ನು ಹಾಗೂ ಅಧಿಸೂಚನೆಗಳನ್ನು ಕರ್ನಾಟಕ ರಾಜ್ಯ ಪತ್ರದಲ್ಲಿಯೂ ಪ್ರಕಟ ಪಡಿಸಲಾಗುತ್ತದೆ.

ಕರ್ನಾಟಕ ಮಾಹಿತಿ ಪಡೆಯಲು ಹಕ್ಕು ಅಧಿನಿಯಮ ಹಾಗೂ ಅದರ ಕೆಳಗಡೆಯ ನಿಯಮಾವಳಿಗಳ ಅಡಿಯಲ್ಲಿ ಇಲಾಖೆಯ ಮಾಹಿತಿ ತಂತ್ರಜ್ಞಾನ ಮತ್ತು ಜೈವಿಕ ತಂತ್ರಜ್ಞಾನ ವಿಷಯಗಳಲ್ಲಿ ಮಾಹಿತಿ ಪಡೆಯುವುದಕ್ಕಾಗಿ ಅಧಿಸೂಚನೆ–2 ರಲ್ಲಿ ಕಾಣಿಸಿರುವಂತೆ ಸಕ್ಷಮ ಪ್ರಾಧಿಕಾರ ಹಾಗೂ ಅಪೀಲು ಪ್ರಾಧಿಕಾರಗಳನ್ನು ಪ್ರಕಟಪಡಿಸಲಾಗಿದೆ.

ವಿಜ್ಞಾನ ಮತ್ತು ತಂತ್ರಜ್ಞಾನ ವಿಭಾಗಕ್ಕೆ ಸಂಬಂಧಿಸಿದಂತೆ ಆ ವಿಭಾಗವು ಅಧಿಸೂಚನೆ ಕ್ರ. ವಿಯಿಇ 29 ವಿತ್ರಮ 2004 ದಿನಾಂಕ. 24.06.04ರಲ್ಲಿ ಈ ಮೇಲಿನ ಮಾಹಿತಿಗಳನ್ನು ಪ್ರಕಟಪಡಿಸಿದೆ. ಇದೇ ಕ್ರಮಾಂಕದ ದಿನಾಂಕ. 13.11.02 ರಂದು ಹೊರಡಿಸಿದ ಸರ್ಕಾರದ ಆದೇಶವನ್ನು ಸ್ಥಗಿತಗೊಳಿಸಿ ಈ ಅಧಿಸೂಚನೆಯನ್ನು ತಕ್ಷಣದಿಂದ ಜಾರಿಗೆ ಬರುವಂತೆ ಹೊರಡಿಸಲಾಗಿದೆ.

ಕರ್ನಾಟಕ ರಾಜ್ಯಪಾಲರ ಆದೇಶಾನುಸಾರ ಮತ್ತು ಅವರ ಹೆಸರಿನಲ್ಲಿ,

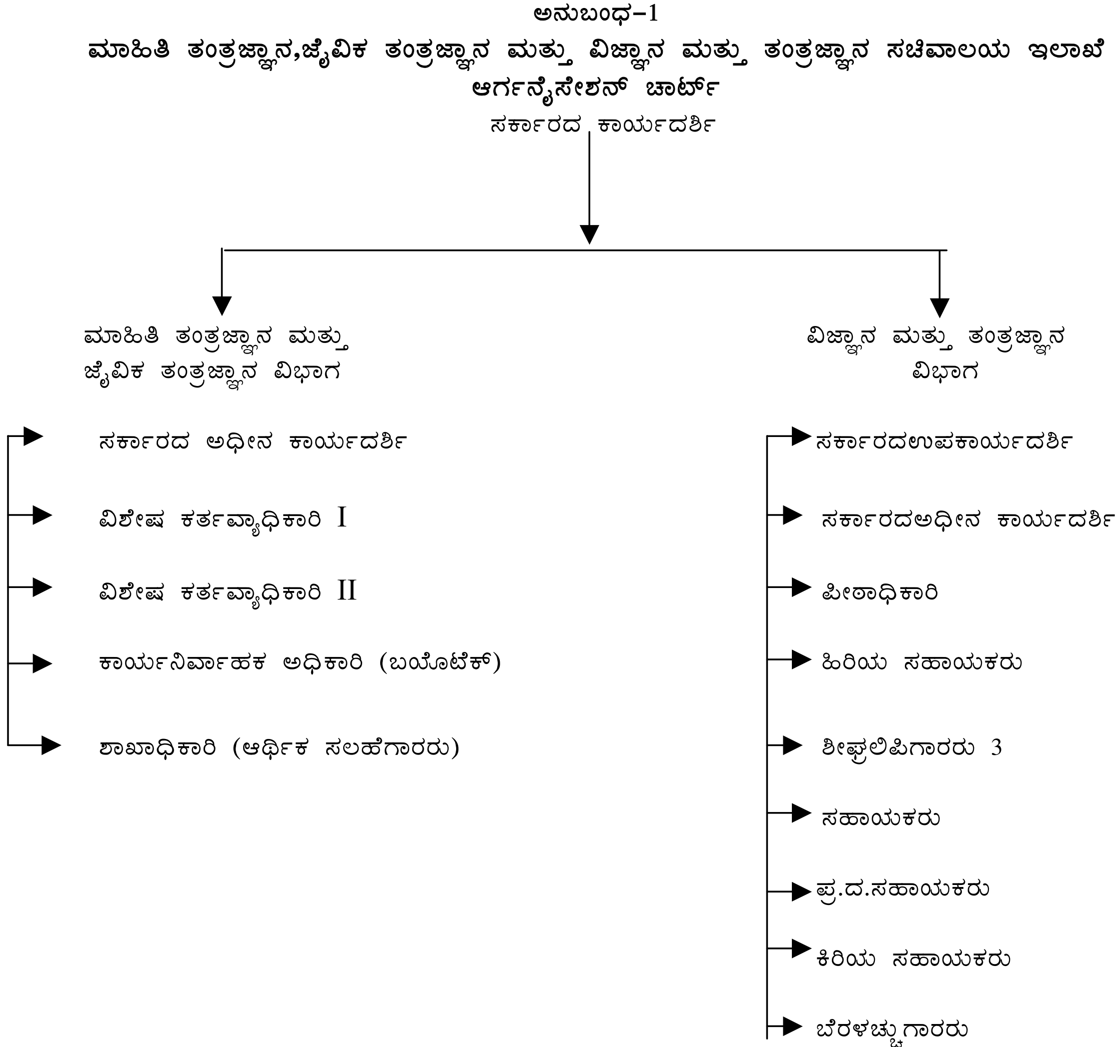
ಕೆ.ಎಂ. ಆನಂದ

ಸರ್ಕಾರದ ಅಧೀನ ಕಾರ್ಯದರ್ಶಿ,

ಮಾಹಿತಿ ತಂತ್ರಜ್ಞಾನ ಮತ್ತು ಜೈವಿಕ ತಂತ್ರಜ್ಞಾನ ಇಲಾಖೆ.

ಅನುಬಂಧ-1

ಮಾಹಿತಿ ತಂತ್ರಜ್ಞಾನ,ಜೈವಿಕ ತಂತ್ರಜ್ಞಾನ ಮತ್ತು ವಿಜ್ಞಾನ ಮತ್ತು ತಂತ್ರಜ್ಞಾನ ಸಚಿವಾಲಯ ಇಲಾಖೆ ಆರ್ಗನೈಸೇಶನ್ ಚಾರ್ಟ್



ಅಧಿಕಾರಿಗಳು / ನೌಕರರು ನಿರ್ವಹಿಸುತ್ತಿರುವ ಕೆಲಸಗಳ ವಿವರಗಳು ಮತ್ತು ಅವರ ಜವಾಬ್ದಾರಿ ಮತ್ತು ಅಧಿಕಾರಗಳ ವಿವರಗಳು:

1) **ಕಾರ್ಯದರ್ಶಿ:** ಇವರು ಕರ್ನಾಟಕ ಸರ್ಕಾರ (ವ್ಯವಹಾರ ನಿರ್ವಹಣೆ) ನಿಯಮ 1977ರ ನಿಯಮ 7 ರ ಅನುಸಾರ ಇಲಾಖೆಯ ಮುಖ್ಯಸ್ಥರಾಗಿರುತ್ತಾರೆ.

2) **ಸರ್ಕಾರದ ಅಧೀನ ಕಾರ್ಯದರ್ಶಿ(ಮಾತಂ ಮತ್ತು ಜೈತಂ):** ಅಧೀನ ಕಾರ್ಯದರ್ಶಿಯವರು ಮಾಹಿತಿ ತಂತ್ರಜ್ಞಾನ ಮತ್ತು ಜೈವಿಕ ತಂತ್ರಜ್ಞಾನ ವಿಭಾಗದಲ್ಲಿ ತಮಗೆ ಹಂಚಿಕೆ ಮಾಡಿರುವ ಈ ಕೆಳಕಾಣಿಸಿದ ವಿಷಯಗಳಲ್ಲಿ ಕರ್ನಾಟಕ ಸರ್ಕಾರದ ಸಚಿವಾಲಯ ಕೈಪಿಡಿಯಲ್ಲಿ ತಿಳಿಸಿರುವ ರೀತಿಯಲ್ಲಿ ಕೆಲಸ ನಿರ್ವಹಿಸಿ, ಕಾರ್ಯದರ್ಶಿಗಳಿಗೆ ಸಲಹೆ/ ಸಹಾಯವನ್ನು ಒದಗಿಸುವರಲ್ಲದೆ ಬೇರೆ ಬೇರೆ ಆದೇಶಗಳಲ್ಲಿ ಪ್ರತ್ಯಾಯೋಜಿಸಿದ ಅಧಿಕಾರಗಳನ್ನು ಚಲಾಯಿಸುತ್ತಾರೆ.

ಅ) ಮಾಹಿತಿ ತಂತ್ರಜ್ಞಾನ ಪಾಲಿಸಿ, ಜೈವಿಕ ತಂತ್ರಜ್ಞಾನ ಪಾಲಿಸಿ ಹಾಗೂ ಬಿಪಿಏ ಪಾಲಿಸಿಗಳಿಗೆ ಸಂಬಂಧಿಸಿದ ವಿಷಯಗಳು

ಆ) ಇಲಾಖೆಯ ಹಾಗೂ ಸಂಸ್ಥೆಗಳ ಅಧಿಕಾರಿಗಳು ಹಾಗೂ ಸರ್ಕಾರ ಸೇವಾ ವಿಷಯಗಳು.

ಇ) ಆಡಿಟ್ ಆಕ್ಷೇಪಣೆಗಳಿಗೆ ಸಂಬಂಧಿಸಿದ ವಿಷಯಗಳು

ಈ) ರಿಟ್ ಅರ್ಜಿಗಳು

ಉ) ಐಐಐಟಿ-ಬಿ / ಐಬಿಐಬಿ / ಕಿಯೊನಿಕ್ಸ್ ಹಾಗೂ ಕೆ.ಎಸ್.ಆರ್.ಎಸ್.ಎ.ಸಿ ಗಳಿಗೆ ಸಂಬಂಧಿಸಿದ ಎಲ್ಲಾ ವಿಷಯಗಳು

ಊ) HDMC/YUVA.COM ಹಾಗೂ ಮಾಹಿತಿ ಬಾಂಡ್ ಯೋಜನೆಗಳಿಗೆ ಸಂಬಂಧಿಸಿದ ವಿಷಯಗಳು

ಋ) ಐಟಿ ಕಾರಿಡಾರ್ ಗೆ ಸಂಬಂಧಿಸಿದ ವಿಷಯ

ಎ) ಲೇಖನ ಸಾಮಗ್ರಿಗಳ ಸರಬರಾಜಿಗೆ ಸಂಬಂಧಿಸಿದ ವಿಷಯ

3) **ವಿಶೇಷ ಕರ್ತವ್ಯಾಧಿಕಾರಿ I (ಮಾತಂ ಮತ್ತು ಜೈತಂ):** ವಿಶೇಷ ಕರ್ತವ್ಯಾಧಿಕಾರಿ I, ಇವರು ಮಾಹಿತಿ ತಂತ್ರಜ್ಞಾನ ಮತ್ತು ಜೈವಿಕ ತಂತ್ರಜ್ಞಾನ ವಿಭಾಗದಲ್ಲಿ ತಮಗೆ ಹಂಚಿಕೆ ಮಾಡಿರುವ ಈ ಕೆಳಕಾಣಿಸಿದ ವಿಷಯಗಳಲ್ಲಿ ಕಾರ್ಯದರ್ಶಿಯವರಿಗೆ ಸಲಹೆ / ಸಹಾಯವನ್ನು ಒದಗಿಸುವುದರೊಂದಿಗೆ ಜಾರಿಯಲ್ಲಿರುವ ಸರ್ಕಾರದ ಆದೇಶಗಳ / ಮಾರ್ಗಸೂಚಿಗಳಡಿಯಲ್ಲಿ ಕೆಲಸವನ್ನು ನಿರ್ವಹಿಸುತ್ತಾರೆ.

ಅ) ಐಟಿ.ಕಾಮ್ ಹಾಗೂ ಬೆಂಗಳೂರು ಬಯೋ ವಿಷಯಗಳಿಗೆ ಸಂಬಂಧಿಸಿದ ಎಲ್ಲಾ ವಿಷಯಗಳು

ಆ) ಐಟಿ.ಕಾರಿಡಾರ್, ಗುಲ್ಬರ್ಗ ಹಾಗೂ ಬೆಳಗಾವಿಗಳಲ್ಲಿ ಭೂ ಕೇಂದ್ರ ಮತ್ತು ಪೋಷಣಾ ಕೇಂದ್ರಗಳ ಸ್ಥಾಪನೆಗಳಿಗೆ ಸಂಬಂಧಿಸಿದ ವಿಷಯಗಳು

ಇ) ಇಂಟರ್ ನೆಟ್ ಸೌಲಭ್ಯ ಹಾಗೂ ವೆಬ್ ಸೈಟ್‌ಗಳ ಪೂರ್ಣ ನಿರ್ವಹಣೆ

ಈ) ಕಾರ್ಯದರ್ಶಿಗಳ ಆಪ್ತ ಶಾಖೆಯ ಮೇಲ್ವಿಚಾರಣೆ ಹಾಗೂ ಅವರ ವಾಹನ ನಿರ್ವಹಣೆ

ಉ) ವಿಧಾನ ಮಂಡಲಕ್ಕೆ ಸಂಬಂಧಿಸಿದ ವಿಷಯಗಳು

ಊ) BITES ಹಾಗೂ KBDC ಸಂಸ್ಥೆಗಳಿಗೆ ಸಂಬಂಧಿಸಿದ ಎಲ್ಲ ವಿಷಯಗಳು

4) **ವಿಶೇಷ ಕರ್ತವ್ಯಾಧಿಕಾರಿ II (ಮಾತಂ ಮತ್ತು ಜೈತಂ):** ವಿಶೇಷ ಕರ್ತವ್ಯಾಧಿಕಾರಿ II, ಇವರು ಮಾಹಿತಿ ತಂತ್ರಜ್ಞಾನ ಮತ್ತು ಜೈವಿಕ ತಂತ್ರಜ್ಞಾನ ವಿಭಾಗದಲ್ಲಿ ತಮಗೆ ಹಂಚಿಕೆ ಮಾಡಿರುವ ಈ ಕೆಳಗಿನ ವಿಷಯಗಳಲ್ಲಿ ಕಾರ್ಯದರ್ಶಿಯವರಿಗೆ ಸಲಹೆ / ಸಹಾಯವನ್ನು ಒದಗಿಸುವರಲ್ಲದೆ ಜಾರಿಯಲ್ಲಿರುವ ಸರ್ಕಾರದ ಆದೇಶಗಳ/ ಮಾರ್ಗಸೂಚಿಗಳಡಿಯಲ್ಲಿ ಕೆಲಸವನ್ನು ನಿರ್ವಹಿಸುತ್ತಾರೆ.

ಅ) ಮಾಹಿತಿ ತಂತ್ರಜ್ಞಾನ ಸಚಿವಾಲಯದ ವಸತಿಗೆ / ಕಾರ್ಯಾಲಯ ನಿರ್ವಹಣೆ ಸಂಬಂಧಿಸಿದ ಎಲ್ಲಾ ವಿಷಯಗಳು

ಆ) ಸಚಿವಾಲಯದಲ್ಲಿನ ಪೀಠೋಪಕರಣ / ಯಂತ್ರೋಪಕರಣ ಹಾರ್ಡ್‌ವೇರ್/ಸಾಫ್ಟ್ ವೇರ್‌ಗಳ ದಾಸ್ತಾನುಗಳಿಗೆ ಸಂಬಂಧಿಸಿದ ವಿಷಯಗಳು

ಇ) ದೂರವಾಣಿ ಮತ್ತು ಅದರ ನಿರ್ವಹಣೆಗಳಿಗೆ ಸಂಬಂಧಿಸಿದ ವಿಷಯಗಳು

ಈ) ಇಲಾಖೆಯ ಇತರ ವಿಭಾಗಗಳೊಂದಿಗೆ/ಸಂಸ್ಥೆಗಳೊಂದಿಗೆ ಸಮನ್ವಯ

ಉ) ಟಪಾಲು ಸ್ವೀಕೃತಿ ಮತ್ತು ರವಾನೆಗೆ ಸಂಬಂಧಿಸಿದ ವಿಷಯಗಳು ಮತ್ತು ನಿರ್ವಹಣೆ.

5) **ಕಾರ್ಯನಿರ್ವಾಹಕ ಅಧಿಕಾರಿ (ಬಯೋ ಟೆಕ್ನಾಲಜಿ) (ಮಾತಂ ಮತ್ತು ಜೈತಂ):** ಕಾರ್ಯನಿರ್ವಾಹಕ ಅಧಿಕಾರಿ, ಇವರು ಬಯೋಟೆಕ್ ಪಾರ್ಕ್‌ಗೆ ಸಂಬಂಧಿಸಿದ ಸಚಿವಾಲಯ ಮಟ್ಟದ ಎಲ್ಲಾ ವಿಷಯಗಳು, ಬಯೋ ಸೆಕ್ಟರ್ – ಡಾಟಾ ನಿರ್ವಹಣೆ ಬಗ್ಗೆ ಬಯೋ ಟೆಕ್ನಾಲಜಿ ಉದ್ದಿಮೆಗಳ ಉನ್ನತೀಕರಣ ಕುರಿತಂತೆ ನಡೆಯುವ ಪ್ರದರ್ಶನಗಳು ಹಾಗೂ ಮೇಳಗಳಿಗೆ ಸಂಬಂಧಿಸಿದ ವಿಷಯಗಳನ್ನು ನೋಡಿಕೊಳ್ಳುತ್ತಾರೆ ಮತ್ತು ಈ ವಿಷಯಗಳಲ್ಲಿ ಕಾರ್ಯದರ್ಶಿಗಳಿಗೆ ಸಲಹೆ / ಸಹಾಯಗಳನ್ನು ಒದಗಿಸುತ್ತಾರೆ.

6) **ಶಾಖಾಧಿಕಾರಿಗಳು (ಮಾತಂ ಮತ್ತು ಜೈತಂ):** ಮಾಹಿತಿ ತಂತ್ರಜ್ಞಾನ ಮತ್ತು ಜೈವಿಕ ತಂತ್ರಜ್ಞಾನ ವಿಭಾಗದಲ್ಲಿ ಅನುದಾನ ಬಿಡುಗಡೆ ವಿಷಯಗಳು, ಹೊಸ ಕೈಗಾರಿಕೆಗಳ ಸ್ಥಾಪನೆ ಬಗ್ಗೆ HLC ಹಾಗೂ SWA ಸಭೆಗಳ ನಿರ್ಣಯಗಳ ಮೇಲೆ ಆದೇಶ ಹೊರಡಿಸುವ ವಿಷಯಗಳು., ಕೆ.ಎಸ್.ಆರ್.ಎಸ್.ಎ.ಸಿ ಕೇಂದ್ರಕ್ಕೆ ಸಂಬಂಧಿಸಿದ ವಿಷಯಗಳು ಆಯವ್ಯಯಕ್ಕೆ ಸಂಬಂಧಿಸಿದ ವಿಷಯಗಳನ್ನು ನಿರ್ವಹಿಸುತ್ತಾರೆ ಹಾಗೂ ಈ ವಿಷಯಗಳಲ್ಲಿ ಕಾರ್ಯದರ್ಶಿಗಳಿಗೆ ಸಲಹೆ / ಸಹಾಯಗಳನ್ನು ಒದಗಿಸುತ್ತಾರೆ.

ಕೆ.ಎಂ. ಆನಂದ
ಸರ್ಕಾರದ ಅಧೀನ ಕಾರ್ಯದರ್ಶಿ,
ಮಾಹಿತಿ ತಂತ್ರಜ್ಞಾನ ಮತ್ತು ಜೈವಿಕ ತಂತ್ರಜ್ಞಾನ ಇಲಾಖೆ.

ಸಂಖ್ಯೆ: ಮಾತಂಇ 40 ಇತರೆ 2002, ಬೆಂಗಳೂರು. ದಿನಾಂಕ. 19ನೇ ಆಗಸ್ಟ್ 2004

ಅಧಿಸೂಚನೆ–2

ಕರ್ನಾಟಕ ಮಾಹಿತಿ ಪಡೆಯಲು ಹಕ್ಕು ಅಧಿನಿಯಮ 2000ದ ಪ್ರಕರಣ 2 ರ ಅನ್ವಯ ಮಾಹಿತಿ ತಂತ್ರಜ್ಞಾನ ಜೈವಿಕ ತಂತ್ರಜ್ಞಾನ ಹಾಗೂ ವಿಜ್ಞಾನ ಮತ್ತು ತಂತ್ರಜ್ಞಾನ ಇಲಾಖೆಯ ಮಾಹಿತಿ ತಂತ್ರಜ್ಞಾನ ಮತ್ತು ಜೈವಿಕ ತಂತ್ರಜ್ಞಾನ ವಿಭಾಗಕ್ಕೆ ಸಂಬಂಧಿಸಿದಂತೆ ಈ ಕೆಳಗಿನ ಮಾಹಿತಿಗಳನ್ನು ಸಾರ್ವಜನಿಕರ ತಿಳುವಳಿಕೆಗಾಗಿ ಪ್ರಕಟಪಡಿಸಲಾಗಿದೆ. ಇದೇ ಕ್ರಮಾಂಕದ ದಿನಾಂಕ. 20.08.02 ರ ಅಧಿಸೂಚನೆಯನ್ನು ಸ್ಥಗಿತಗೊಳಿಸಿ ಈ ಅಧಿಸೂಚನೆಯನ್ನು ತಕ್ಷಣದಿಂದ ಜಾರಿಗೆ ಬರುವಂತೆ ಹೊರಡಿಸಲಾಗಿದೆ.

1) ಸಾರ್ವಜನಿಕ ಪ್ರಾಧಿಕಾರ : ಮಾಹಿತಿ ತಂತ್ರಜ್ಞಾನ, ಜೈವಿಕ ತಂತ್ರಜ್ಞಾನ ಹಾಗೂ ವಿಜ್ಞಾನ ಮತ್ತು ತಂತ್ರಜ್ಞಾನ ಇಲಾಖೆ

2) ಮಾಹಿತಿ ತಂತ್ರಜ್ಞಾನ ಮತ್ತು ಜೈವಿಕ ತಂತ್ರಜ್ಞಾನ ವಿಭಾಗಕ್ಕೆ ಸಂಬಂಧಿಸಿದಂತೆ ಸಕ್ಷಮ ಪ್ರಾಧಿಕಾರ ಹಾಗೂ ಅಪೀಲು ಪ್ರಾಧಿಕಾರದ ವಿವರ

ಕ್ರಮ ಸಂಖ್ಯೆ	ನಿರ್ವಹಿಸುವ ವಿಷಯಗಳು	ಸಕ್ಷಮ ಪ್ರಾಧಿಕಾರ	ಅಪೀಲು ಪ್ರಾಧಿಕಾರ
1	2	3	4
01.	1) ಮಾಹಿತಿ ತಂತ್ರಜ್ಞಾನ ಪಾಲಿಸಿ, ಜೈವಿಕ ತಂತ್ರಜ್ಞಾನ ಪಾಲಿಸಿ ಹಾಗೂ ಬಿಪಿಒ ಪಾಲಿಸಿಗಳಿಗೆ ಸಂಬಂಧಿಸಿದ ವಿಷಯಗಳು. 2) ಇಲಾಖೆಯ ಹಾಗೂ ಸಂಸ್ಥೆಗಳ ಅಧಿಕಾರಿಗಳು ಹಾಗೂ ಸರ್ಕಾರ ಸೇವಾ ವಿಷಯಗಳು. 3) ಆಡಿಟ್ ಆಕ್ಷೇಪಣೆಗಳಿಗೆ ಸಂಬಂಧಿಸಿದ ವಿಷಯಗಳು 4) ರಿಟ್ ಅರ್ಜಿಗಳು 5) ಐಐಐಟಿ–ಬಿ/ಐಬಿಎಬಿ/ಕಿಯೊನಿಕ್ಸ್, ಕೆಬಿಟ್ಸ್‌ಗಳಿಗೆ ಸಂಬಂಧಿಸಿದ ಎಲ್ಲಾ ವಿಷಯಗಳು 6) HDMC/YUVA.COM ಹಾಗೂ ಮಾಹಿತಿ ಬಾಂಡ್ ಯೋಜನೆಗಳಿಗೆ ಸಂಬಂಧಿಸಿದ ವಿಷಯಗಳು 7) ಹಾರ್ಡ್‌ವೇರ್ ಪಾರ್ಕ್‌ಗೆ ಸಂಬಂಧಿಸಿದ ವಿಷಯ 8) ಲೇಖನ ಸಾಮಗ್ರಿಗಳ ಸರಬರಾಜಿಗೆ ಸಂಬಂಧಿಸಿದ ವಿಷಯ	ಸರ್ಕಾರದ ಅಧೀನ ಕಾರ್ಯದರ್ಶಿ	ಸರ್ಕಾರದ ಕಾರ್ಯದರ್ಶಿ
02.	1) ಐಟಿ.ಕಾಮ್ ಹಾಗೂ ಬೆಂಗಳೂರು ಬಯೋಗಳಿಗೆ ಸಂಬಂಧಿಸಿದ ಎಲ್ಲಾ ವಿಷಯಗಳು 2) ಐಟಿ.ಕಾರಿಡಾರ್, ಗುಲ್ಬರ್ಗ ಹಾಗೂ ಬೆಳಗಾವಿಗಳಲ್ಲಿ ಭೂ ಕೇಂದ್ರ ಮತ್ತು ಪೋಷಣಾ ಕೇಂದ್ರಗಳ ಸ್ಥಾಪನೆಗಳಿಗೆ ಸಂಬಂಧಿಸಿದ ವಿಷಯಗಳು 3) ಇಂಟರ್ ನೆಟ್ ಸೌಲಭ್ಯ ಹಾಗೂ ವೆಬ್ ಸೈಟ್‌ಗಳ ಪೂರ್ಣ ನಿರ್ವಹಣೆ 4) ಕಾರ್ಯದರ್ಶಿಗಳ ಆಪ್ತ ಶಾಖೆಯ ಮೇಲ್ವಿಚಾರಣೆ ಹಾಗೂ ಅವರ ವಾಹನ ನಿರ್ವಹಣೆ 5) ವಿಧಾನ ಮಂಡಲಕ್ಕೆ ಸಂಬಂಧಿಸಿದ ವಿಷಯಗಳು 6) BITES ಹಾಗೂ KBDC ಸಂಸ್ಥೆಗಳಿಗೆ ಸಂಬಂಧಿಸಿದ ಎಲ್ಲ ವಿಷಯಗಳು	ವಿಶೇಷ ಕರ್ತವ್ಯಾಧಿಕಾರಿ 1	ಸರ್ಕಾರದ ಕಾರ್ಯದರ್ಶಿ
03.	1) ಮಾಹಿತಿ ತಂತ್ರಜ್ಞಾನ ಸಚಿವಾಲಯದ ವಸತಿಗೆ / ಕಾರ್ಯಾಲಯ ನಿರ್ವಹಣೆಗೆ ಸಂಬಂಧಿಸಿದ ಎಲ್ಲಾ ವಿಷಯಗಳು 2) ಸಚಿವಾಲಯದಲ್ಲಿನ ಪೀಠೋಪಕರಣ / ಯಂತ್ರೋಪಕರಣ ಹಾರ್ಡ್‌ವೇರ್/ಸಾಫ್ಟ್ ವೇರ್‌ಗಳ ದಾಸ್ತಾನುಗಳಿಗೆ ಸಂಬಂಧಿಸಿದ ವಿಷಯಗಳು 3) ದೂರವಾಣಿ ಮತ್ತು ಅದರ ನಿರ್ವಹಣೆಗಳಿಗೆ ಸಂಬಂಧಿಸಿದ ವಿಷಯಗಳು 4) ಇಲಾಖೆಯ ಇತರ ವಿಭಾಗಗಳೊಂದಿಗೆ/ಸಂಸ್ಥೆಗಳೊಂದಿಗೆ ಸಮನ್ವಯ 5) ಟಪಾಲು ಸ್ವೀಕೃತಿ ಮತ್ತು ರವಾನೆಗೆ ಸಂಬಂಧಿಸಿದ ವಿಷಯಗಳು ಮತ್ತು ನಿರ್ವಹಣೆ.	ವಿಶೇಷ ಕರ್ತವ್ಯಾಧಿಕಾರಿ II	ಸರ್ಕಾರದ ಕಾರ್ಯದರ್ಶಿ
04.	1) ಬಯೋಟೆಕ್ ಪಾರ್ಕ್‌ಗೆ ಸಂಬಂಧಿಸಿದ ಸಚಿವಾಲಯ ಮಟ್ಟದ ಎಲ್ಲಾ ವಿಷಯಗಳು 2) ಬಯೋ ಸೆಕ್ಟರ್ – ಡಾಟಾ ನಿರ್ವಹಣೆ ಬಗ್ಗೆ 3) ಬಯೋ ಟೆಕ್ನಾಲಜಿ ಉದ್ದಿಮೆಗಳ ಉನ್ನತೀಕರಣ ಕುರಿತಂತೆ ನಡೆಯುವ ಪ್ರದರ್ಶನಗಳು ಹಾಗೂ ಮೇಳಗಳಿಗೆ ಸಂಬಂಧಿಸಿದ ವಿಷಯಗಳು	ಕಾರ್ಯನಿರ್ವಾಹಕ ಅಧಿಕಾರಿ (ಬಯೋ ಟೆಕ್ನಾಲಜಿ)	ಸರ್ಕಾರದ ಕಾರ್ಯದರ್ಶಿ

1	2	3	4
05.	1) ಅನುದಾನ ಬಿಡುಗಡೆ ವಿಷಯಗಳು 2) ಹೊಸ ಕೈಗಾರಿಕೆಗಳ ಸ್ಥಾಪನೆ ಬಗ್ಗೆ HLC ಹಾಗೂ SWA ಸಭೆಗಳ ನಿರ್ಣಯಗಳ ಮೇಲೆ ಆದೇಶ ಹೊರಡಿಸುವ ವಿಷಯಗಳು 3) ಕೆ.ಎಸ್.ಆರ್.ಎಸ್.ಎ.ಸಿ ಕೇಂದ್ರಕ್ಕೆ ಸಂಬಂಧಿಸಿದ ವಿಷಯಗಳು 4) ಆಯವ್ಯಯಕ್ಕೆ ಸಂಬಂಧಿಸಿದ ವಿಷಯಗಳು	ಶಾಖಾಧಿಕಾರಿ	ಸರ್ಕಾರದ ಕಾರ್ಯದರ್ಶಿ

ಕರ್ನಾಟಕ ರಾಜ್ಯಪಾಲರ ಆದೇಶಾನುಸಾರ ಮತ್ತು ಅವರ ಹೆಸರಿನಲ್ಲಿ,

ಕೆ.ಎಂ. ಆನಂದ

ಸರ್ಕಾರದ ಅಧೀನ ಕಾರ್ಯದರ್ಶಿ,

ಮಾಹಿತಿ ತಂತ್ರಜ್ಞಾನ ಮತ್ತು ಜೈವಿಕ ತಂತ್ರಜ್ಞಾನ ಇಲಾಖೆ.

ಪಿ.ಆರ್. 536

REVENUE SECRETARIAT

NOTIFICATION

No: RD 116 REH 2003, Bangalore, dated: 3rd September 2004

Where as the draft Bagalkot Town Development Authority (Allotment of Industrial Sites) Rules 2004 was published as required by sub section 69 of the Karnataka Improvement Boards, Act 1976 (Karnataka Act 11 of 1976) in Notification No. RD 116 REH 2003, dated: 4.2.2004 in Part-IV 'A' of the Karnataka Gazette (Extra Ordinary) dated: 26.2.2004 inviting objections and suggestions from all persons likely to be affected there by and notice is hereby given that the said draft will be taken into consideration after expiry of thirty days from the date of its publication in the official gazette.

And where as, the said Gazetter was made available to the public on 26.2.2004.

And where as, no objections and suggestions received within the period specified above.

Now, therefore, in exercise of the powers conferred by section-69 of the Karnataka Improvement, Board Act, 1976 (Karnataka Act-II of 1978) the Government of Karnataka hereby makes the following rules namely:-

1. Title and commencement.- (1) These rules may be called Bagalkot Town Development Authority (Allotment of Commercial Sites, Commercial Shops and Sites to Services Sector) Rules, 2003.

(2) They shall come into force from the date of their publication in the official Gazette.

2. Definition.- In these rules unless the context otherwise requires,-

(a) **'Appointed Day'** means the first day of January 2002;

(b) **'Allotted'** means the Project Affected Business Person to whom the Commercial Site and or a Shop is allotted, kind also included a Project Affected Services Person to whom a Site is allotted under these rules;

(c) **'Allotment'** means allotment on rental basis or sale on lease cum sale basis, under these rules;

(d) City Limits of Bagalkot' **means the area of Bagalkot City which falls within 525 meters from Mean Sea Level (MSL).**

(e) **Commercial Site'** means any site formed in any of the layouts formed in the New Township of Bagalkot and earmarked for locating a Cinema Theatre, a Hotel or Restaurant , a Shopping Centre, a Shop, a Market area, and includes sites for locating any business or commercial enterprises or undertakings, or sites to Services Sector , but does not include any site earmarked for the location of any factory or any industry or any site for dwelling purpose;

(f) **'Commercial Shop'** means building constructed by the Authority in various sectors / layouts formed in the New Township of Bagalkot, which have been earmarked for locating a Hotel or a Restaurant, a Shopping center, a Shop, a Market area, a Medical shop and includes shops for locating any business or commercial enterprises or undertakings , but does not include any premises or building earmarked for the location of any factory or any industry or any site for dwelling purposes;

(g) **'New Township of Bagalkot'** means …………..

(h) **'Project Affected Services Person'** means a person who used to provide any one or more of the services to the public, for a stipulated amount, within the City limits of Bagalkot, whether acquired or notified for acquisition or not, on the appointed day, and whose said activity is going to be affected by the submergence of Bagalkot City and includes person who is compelled to shift his place of work

because of submergence and rehabilitation of Bagalkot City, but does not include any person who owns or runs a factory or any industry or any dwelling house and the person whom the Service site is allotted already anywhere in the New Township of Bagalkot;

(i) **'Project Affected Business Person'** means a person, who was actually carrying on or running a Cinema Theatre, a Hotel or Restaurant, a Shopping Centre, a Shop, a Commercial activity of any description, within the City limits of Bagalkot , whether acquired or notified for acquisition or not, and includes person who is carrying on business or commercial enterprises or undertakings on the appointed day within the said limits of Bagalkot City, and who are compelled to shift their business activity because of submergence and rehabilitation of Bagalkot City, but does not include any person who owns or runs a factory, or any industry or any dwelling house and the person to whom the commercial site is allotted already, any where in the New Township of Bagalkot;

(j) 'Services Sector' means and includes those sectors where service is provided to the public at large and catered to their personal needs , by charging a specified amount for the services rendered by them.

3. Eligibility for Commercial Sites , Shops and Sites to Services Sector.- (1) A Project Affected Services Person or a Project Affected Business Person carrying on a Business or a Service activity , as the case may be on the Appointed Day within the City limits of Bagalkot and who intends to carry on a Business or a Service activity in the New Township of Bagalkot, is eligible to apply for a single commercial site or a single commercial shop or a single site earmarked for Services Sector only, unless such person has been allotted, already, a commercial site or a shop or a Service site in the City limits of Bagalkot:

Provided that such person can apply for more than one site or shop if he was running more than one business activity or carrying on more than one Service activity on the Appointed Day and intends to run more than one such business activity or carry on more than one such Service activity in the New Township of Bagalkot.

(2) A Project Affected Business Person or a Project Affected Service Person, is eligible to seek allotment of a site or a shop of any of the specified sizes, required for his business or Service, on Lease cum Sale or on Lease basis. Such person shall apply for allotment in accordance with rule 6, indicating the nature and the place of business or service, he was carrying on in the City limits of Bagalkot, and further should produce requisite documents to substantiate the fact that he was carrying on the said business or service at the said place, on the appointed day.

(3) The applicant shall not be eligible for allotment of site exceeding double the size of the site held by him in the city limits of Bagalkot.

(4) The allotment of sites would be one unit per Project Affected Service Person and not according to the ownership, individual, joint or partnership of the site in the area affected by the submergence of Bagalkot City.

(5) The allotment under these rules shall be one time only irrespective of the acquisition of the allotted site in future.

(6) The allotments of the sites and the shops would be on first come first served basis or by draw of lots , subject to availability.

(7) A Project Affected Business Person or a Project Affected Services Person, as the case may be, is entitled to one site or one shop only:

Provided that in appropriate cases where eligibility is proved , the Authority is empowered to allot more than one site or shop, in accordance with this rule.

(8) The owner of a building or a site in the Old City, on which a business or a service activity, as the case may be, was being carried on and which had been let out, is also eligible to apply for a Commercial or a Service Site or a shop, subject to the condition that he requires the said site or shop for business or service purposes only, as the case may be, and he intends to start a business or service activity thereon. Such person shall indicate the nature of business or service , as the case may be, that he intends to start, and shall apply along with documents showing that he had let out a premises owned by him for a business or service activity, but he is entitled to one site or shop only comprised in categories 'A' or 'B'of sites or categories 'I to VIII' of Shops.

4. Categories of Commercial and Service Sites.- (1) The categories of Commercial and Service Sites and their sizes for allotment will be as follows, namely:-

Category	Site in Meters	Area in Sq.mtrs.
A	3.00m X 4.5m	xx Here specify
B	4.5m X 6.00m	the details.
C	6.00m X 9.00m	
D	6.00m X 15.00m	
E	9.00m X 18.00m	
F	9.00m X 27.00m	

(2) The authority may allot a bigger site than mentioned in the category F and shall charge an amount at the rate of Rs…xx… per sq.mtr for the area in excess of the above categories.
(xx Here specify the details)

5. Categories of Commercial Shops and service shops.- (1) The categories of commercial shops and service shops, their carpet area for allotment under these rules shall be as follows, namely:-

	Category	Carpet Area (in Sq.Mtrs.)
1.	I	7.45
2.	II	9.00
3.	III	10.31
4.	IV	10.49
5.	V	10.50
6.	VI	10.53
7.	VII	10.72
8.	VIII	10.93
9.	IX	13.97
10.	X	18.56
11.	XI	18.35
12.	XII	123.59
	Total	**290**

(2) The authority may notify from time to time the value of the Commercial Shops based on the cost of the shop.

(3) The authority shall allot Commercial shops on lease cum sale basis only.

6. Procedure for Allotment of Commercial and Services Sites and Shops.- (1) Whenever the Authority has formed lay outs and constructed shops thereon in the New Township of Bagalkot and has earmarked the said sites and shops for commercial or service purposes, the Authority shall notify the sites and shops available for allotment with due publicity and invite Project Affected Business Persons or Project Affected Service Persons, or both, to apply.

(2) The notification issued under sub-rule (1) shall contain the following details, namely:-

(a) the day on which the filing of applications is to be commenced and the last day of filing such applications ;
(b) the day on which the allotment will take place ;
(c) the manner in which the result of the allotment will be intimated to the allottee ;
(d) the amount of registration fee to be paid along with the application;
(e) the time and date for payment of consideration amount, in case of sale ;
(f) the documents to be filed showing the eligibility of the applicant to apply for site or shop;

(3) The Project Affected Business Person or Service Person is required to apply in Form I , for allotment of a commercial or service site or shop ,as the case may be, indicating the category that he intends to apply.

(4) The application for allotment shall be filed along with documents showing the eligibility of the applicant for allotment, and may be filed in the office of the Authority or be sent by Registered Post Acknowledgement Due, so as to reach the office of the Authority before time on the last date fixed for receipt of applications. Applications reached beyond the prescribed time and date, or which are

defective or incorrect or which are filed without the requisite documents, are liable to be rejected by the Authority, and the decision of the Authority, in this regard, is final.

(5) Each application for allotment of site shall be filed along with the registration fee of Rs.500/- in case of site comprised in category 'A' and 'B', Rs.750/- in case of site in category 'C', Rs.1,000/- in case of site in category 'D', Rs.1,500/- in case of site in category 'E' Rs.2,000/- in case of site in category 'F' and Rs.5,000/- in case of a site bigger than the site in category 'F'.

(6) Each application for allotment of shop shall be filed along with the registration fee of Rs.2,000/- in case of shops comprised in category 'I', Rs.3,000/- in case of shops in category 'II', Rs.4,000/- in case of shops in categories 'III to VIII', Rs.5,000/- in case of shops in category 'IX', Rs.6,000/- in case of shops in category 'X and XI' and Rs.20,000/- in case of a shops or Hotels in category 'XII'.

(7) Application by a Project Affected Business Person or a Project Affected Service Person, as the case may be, applying for more than one site or shop, shall accompany necessary documents showing that he was carrying on more than one business or service activity, on the appointed day, but he has to pay a separate registration fee for each site or shop :

(8) After the draw of lots on the prescribed day , the Authority shall inform in Form II, the concerned allottee about the allotment in his favour and further inform him the date before which he has to pay the consideration amount and execute the Agreement.

7. Conditions for Allotment of Commercial and Service Sites.- The allotment of the Commercial or Service Sites are subject to the following conditions, namely:-

(a) The allottee shall, within a period of 30 days from the date of receipt of allotment letter, pay to the Authority the entire site value , after deducting the registration fee . If the entire amount is not paid within the said period of 30 days , the registration fee shall be forfeited and the allotment shall be cancelled without any further intimation in this regard.

(b) After the payment stipulated under clause (a) above is made , the Authority shall call upon the allottee to execute a Lease cum Sale agreement in the prescribed form, the duration of which shall be for a period of 10 years, after the execution of such agreement by the allottee . If the agreement is not executed within 45 days from the date on which the Authority has called upon the allottee to execute the agreement, the allotment shall stand cancelled and the amount paid by the allottee, after deducting such expenses as has been incurred by the Authority, shall be refunded to him.

(c) Until the site or the shop, is conveyed to the allottee, the amount paid by the allottee for the purchase of the site or shop , shall be held by the Authority as a security deposit for a period not exceeding 45 days for the due performance of the terms and conditions of the allotment and the execution of Lease or Lease cum Sale agreement entered into between the Authority and the Allottee.

(d) With effect from the date of taking possession of the site or shop as the case may be, the allottee ,or his heirs , or his successors shall be liable to pay all taxes, fees and cess etc.. legally payable in respect of the site or shop.

(e) If the particulars furnished by the applicant in the prescribed form for the allotment of site or shop, are found to be incorrect or false, the value of the site or shop deposited by the allottee shall be forfeited and the allotment shall be cancelled by the Authority.

(f) The construction of shops over the allotted sites shall be made by the allottee himself subject to the condition that the plan is to be approved by the Authority and the Chamber of Commerce of Bagalkot.

(g) The allottee shall complete the construction of the shop within a period of 6 months from the date of taking possession of the site, failing which the allotment in his favour is liable to cancelled without any amount being refunded to him.

(h) The expenses on account of stamp duty, registration fees and any other incidental charges in respect of the conveyance shall be borne by the allottee.

8. Conditions for Allotment of Commercial Shops.- The allotment of Commercial Shops are subject to the following conditions, namely:-

(a) The allottee shall, within a period of 30 days from the date of receipt of allotment letter, pay to the Authority the entire shop value, in the case of sale of shop on Lease cum Sale basis, after

deducting the registration fee. If the entire amount is not paid within the said period of 30 days, the registration fee shall be forfeited and the allotment shall be cancelled without any further intimations in this regard.

(b) After the payment stipulated under clause (a) above is made , the Authority shall call upon the allottee to execute a Lease cum Sale agreement in the prescribed form, the duration of which shall be for a period of 10 years, after the execution of such agreement by the allottee. If the agreement is not executed within 45 days from the date on which the Authority has called upon the allottee to execute the agreement, the allotment shall stand cancelled and the amount paid by the allottee, after deducting such expenditure as has been incurred by the Authority, shall be refunded to him.

(c) Until the shop is conveyed to the allottee, the amount paid by the allottee for the purchase of shop, shall be held by the Authority as a security deposit for a period not exceeding 45 days for the due performance of the terms and conditions of the allotment and the execution of Lease and Lease cum Sale agreement entered into between the Authority and the Allottee.

(d) With effect from the date of taking possession of the shop, the allottee or his heirs , or his successors shall be liable to pay all taxes, fees and cess etc.. legally payable in respect of the shop .

(e) If the particulars furnished by the applicant in the prescribed form for the allotment of shop , are found to be incorrect or false, the shop value deposited by the allottee shall be forfeited and the allotment of shop shall be cancelled by the Authority.

(f) In the case of allotment of shops on Lease Basis, the above rules are applicable with necessary changes.

(g) The expenses on account of stamp duty, registration fees and any other incidental charges in respect of the conveyance shall be borne by the allottee.

9. Powers Vested in the Authority.- (1) The Authority is empowered to allot a site with an area bigger than the one comprised in category 'F', in accordance with these rules.

(2) The authority may allot the site of any dimension irrespective of the dimension applied by the applicant and the decision of the authority in this regard shall be final.

(3) The rates specified in these rules shall be valid for a period of three years from the date of commencement of these rules and are subject to revision after the said period of three years.

(4) The Authority has the right to confirm any transaction of Lease or Lease cum Sale. The Authority has also the right to cancel any such transaction after recording its reasons. When such transaction is cancelled the amount received from the allottee as deposit shall be refunded to him without interest:

Provided that the Authority shall not cancel the said transaction after the allottee has completed construction or has started business.

10. Restrictions and Conditions on the Sale of Sites and Shops.- (1) The conveyance of the sites and shops in favour of the allottee, hereinafter referred to as the Purchaser, shall be subject to the following restrictions, conditions and limitations, namely:-

(a) The Allottee shall execute an agreement in Form-III.

(b) The Purchaser shall not alienate the site or the shop, as the case may be, to any other person within a period of 10 years from the date of conveyance ;

(c) The allottee shall construct the shop and run the business himself or through his family members within 12 months of taking possession of the site, and commence business within 3 months from the date of the completion of construction of the shop and he shall not allow or permit any third party either to occupy the site and to construct the shop or to run the business over there. These rules apply mutatis mutandis to an allottee under the Services Sector and to an allottee of a Commercial shop ;

(d) In the event of the Purchaser committing breach of any of the conditions , the Authority shall, at any time after giving the Purchaser a reasonable notice, resume the site or shop, free from all encumbrances ;

Explanation.- In these rules the reference to the Authority shall be deemed to include reference to the Chief Engineer or any Subordinate Officer of B.T.D.A., Bagalkot, authorized by the Authority by a General Resolution, to exercise any power vested in the Authority.

(e) Notwithstanding anything contained in sub rules (a) and (b) above, but without prejudice to the provisions of rule 9, a Purchaser on Lease cum Sale basis may where for reasons beyond his control, he was unable to occupy and run the business in the allotted site or shop, by reason of his insolvency or any other cause, and it has become necessary for him to sell the site or the shop, the Authority, apply to the Authority and the Authority shall with the previous approval of the Government,-

(i) require him to surrender the site or shop, in its favour , or

(ii) permit him to sell the site or shop,

Provided that if the allottee desires to surrender the site or shop, the Authority shall pay back to the allottee, the value of the allotted site or shop, paid by the allottee, and where the Authority permits the allottee to sell the site or shop, the Purchaser shall pay to the Authority a sum equal to the amount of interest at 12% P.A., on the allotted value of the site or shop.

(f) The rules contained in clause (d) above apply, mutatis mutandis, to a Purchaser of Services Site and a Commercial Shop.

11. Voluntary Surrender.- (1) The allottee is at liberty, at any time after the allotment , to surrender the site or shop, allotted to him by the Authority. Upon such surrender , the Authority shall refund all the amount paid by the Purchaser in respect of the allotment of site or shop, except the registration fee.

(2) If the Authority is unable to allot sites or shops to all the eligible applicants, then the entire Registration Fee paid by the unsuccessful applicant shall be refunded to him without interest.

(3) If an allottee is for any reason unable to carryout the business or as the case may be the service or where within the period of Lease the allottee dies and his legal representatives are unable to continue the said business or service, the allottee or as the case may be the legal representatives may after obtaining approval in writing of the Authority sub-lease it to any other person for the purpose of carrying on any business or service activity and such sub-lessee is bound by the rules under which the site or the shop is allotted to the Allottee.

By Order and in the name of the Governor of Karnataka,

H. RODRIGUES

Under Secretary to Government, Revenue Department.

FORM-I

[See rule 6(3)]

Application for allotment of a Commercial Site/ Shop/Service Site.

1. Name of the Applicant :
2. Category of Site or Shop applied for (Commercial or Service) :
3. Nature of Business/Service activity carried on by the Applicant. :
4. Date from which such Business/ Service activity being carried on. :
5. Place at which the said Business/Service activity being carried on (details like C.T.S.No/ T.P.No.,Ward No. to be mentioned). :
6. Size of the Site/Shop in which the said activity was carried on. :
7. Size of the Site/Shop presently applied by the Applicant. :
8. Documents in proof of Applicant's claim for Site/Shop :
9. Manner in which registration fee paid (cash/cheque/D.D.- in case of D.D. or cheques, details to be mentioned) :

Place :Bagalkot.

Date :

Signature of the Applicant.

FORM-II
[See rule 6(8)]

No………

Office of the
Bagalkot Town Development Authority,
Bagalkot, dated …………. 2002
Board Resolution No……………

To,

Sri / Smt…………………..

Sir / Madam,

Subject: Lease / Lease Cum Sale of Site / Shop No…… in Sector No………in New Township Bagalkot

I write to inform you that the Lease/ Lease Cum Sale of the above site / shop which you had applied for has been allotted to you in the allotment held on ……… ….. and has been confirmed in your name.

You are therefore requested to pay the balance amount noted under column (4) within 30 days from the date of receipt of this letter.

1. Site / Shop No………, dimensions………..,
   Sector No……….
2. Total Cost of the Site / Shop at Rs……………per Sq.feet.
   is Rs………….
3. Amount already paid by you as initial deposit Rs……….
4. Balance due to be paid within thirty days Rs………………

On payment of the full value you are required to execute an agreement after which possession certificate will be issued.

Yours Sincerely,
Chief Engineer / Officer ,
B.T.D.A., Bagalkot

FORM-III
[See rule 10(1)(a)]

This agreement entered into on this…………………day of ………………… Two thousand and Two Between Sri / Smt ……………. …….. Son / Daughter / Wife of ………………….. aged………. Years residing in …………(hereinafter called the First party which term means and includes his / her heirs, assignees, administrators, and legal representatives) and the Bagalkot Town Development Authority represented by its Chief Engineer / Officer , (hereinafter called Second party) witnesses as follows :

Whereas , the First party has been allotted the site / shop described in the schedule from the Second Party on……….. and the said allotment has been confirmed;

And, whereas, according to Conditions of the allotment, the Allottee is to execute an agreement binding himself / herself to construct over the site a shop according to the plans and designs to be approved by the Bagalkot Town Development Authority and the Chamber of Commerce Bagalkot subject to further conditions under which the site / shop was allotted ;

And, whereas, the First Party has also paid the full value of the site / shop namely……………. to the Second party the receipt of which sum the Second party acknowledges.

Now, therefore, it is hereby agreed as follows :--

1. The First Party shall be bound by the provisions contained in the Bagalkot Town Development Authority (Allotment of Commercial Sites, Commercial Shops and Sites to Services Sector) Rules, 2003.

2. The First Party shall construct on the site a shop / building which is required to be located on a commercial site, as per plans and designs approved by the Bagalkot Town Development Authority and the Chamber of Commerce Bagalkot , and to complete the same within a period of 6 months after taking possession. The Authority may, for sufficient reasons, extend the time for such constructions.

3. The site / shop which has been designed as a unit, shall not be split up into two or more parts on any condition;

4. Only one shop shall be constructed in each unit. In this condition “shop” means a building constructed to be used wholly for carrying on a business activity and shall not include any apartments to the building, whether attached thereto or used for any other purpose .

5. The level of the floor, and drain-holes shall be fixed and proper cement lined drains and sewer shall be constructed by the parties to lead off sullage and sewerage from the premises into the Bagalkot Town Development Authority Sewage System.

6. The Plinth level of the building shall be at least 45 centimeters higher than the level of the road.

7. All the walls and flooring shall be provided with damp courses in marshy and damp sites.

8. Only cement mortar shall be used for the foundations and basement of all structures wherever the site is marshy or in the damp area.

9. The Building Bye-laws of the Town Planning Authority / City Municipal Council shall be complied with.

10. No garages or out-houses shall be constructed in front of the shops adjoining or near the road.

11. No material of a perishable or combustible nature shall be used in the construction of the building.

12. The Chief Engineer of the Second Party shall have the power of fixing the type of frontages in the front to be adopted on any particular street and shall have power of fixing the direction of frontage for the corner site at the junction of two roads.

13. No pits shall be dug on the site for earth, and for building purposes.

14. The Second Party shall execute the Lease cum Sale deed in respect of the schedule property only after building has been put up thereon. The entire cost of executing the Lease Deed / Lease cum Sale deed, including the stamp duty and registration charges shall be borne by the First party.

15. If the First Party fails to comply with any of the conditions of this agreement, the Second Party may resume the site along with any constructions then standing thereon. The Second Party may resell the same by public auction or reallot the same to any other person at such price as it may determine. After defraying the expenses of such resale twenty-five per cent of the purchase money paid by the First Party shall be forfeited to the Second Party and the balance alone shall be payable to the First Party or such other person entitled to receive such balance.

16. The First party shall not alienate the allotted site / shop in favour of a third party , for a period of 10 years from the date of registration of this agreement and the First party agrees that breach of any of the Rules and any of the conditions will result in forfeiture of the site / shop in favour of the Second party.

SCHEDULE

Site / Shop No……………….. formed by the Bagalkot Town Development Authority,Bagalkot, in Sector No. …… in the New Township of Bagalkot .

Site / Shop Bounded On:

East by :
West by :
North by :
South by :
East to West: North to South:

In token thereof both the First and Second Party have affixed their signatures to this agreement on the ……day of …………2002 in the presence of the witnesses who have affixed their signatures to this agreement.

Witnesses:--
1.
2.

First Party
Second Party

H. RODRIGUES
Under Secretary to Government, Revenue Department.

PR-556

NOTIFICATION

No: RD 145 REH 2003, Bangalore, dated: 3rd September 2004

Where as the draft Bagalkot Town Development Authority (Allotment of Industrial Sites) Rules 2004 was published as required by sub section 69 of the Karnataka Improvement Boards, Act 1976 (Karnataka Act 11 of 1976) in Notification No. RD 145 REH 2003, dated: 4.2.2004 in Part-IV 'A' of the Karnataka Gazette (Extra Ordinary) dated: 26.2.2004 inviting objections and suggestions from all persons likely to be affected there by and notice is hereby given that the said draft will be taken into consideration after expiry of thirty days from the date of its publication in the official gazette.

And where as, the said Gazetter was made available to the public on 26.2.2004.

And where as, no objections and suggestions received within the period specified above.

Now, therefore, in exercise of the powers conferred by section-69 of the Karnataka Improvement, Board Act, 1976 (Karnataka Act-II of 1978) the Government of Karnataka hereby makes the following rules namely:-

1. **Title and commencement**.- (1) These rules may be called Bagalkot Town Development Authority (Allotment of Industrial Sites) Rules, 2004.

(2) They shall come into force from the date of their publication in the official Gazette.

2. **Definitions.-** In these rules, unless the context otherwise requires,-

(a) **'Allotment'** means an allotment of Industrial site or area under these rules;

(b) '**Allottee'** means the Project Affected Entrepreneur to whom any industrial site or area is allotted as per these rules;

(c) **'Amenity'** means and includes road, supply of water or electricity, street lighting, drainage, sewerage, conservancy and such other conveniences as may be deemed to be an amenity for an industrial activity;

(d) '**Appointed Day**' means the first day of January 2002 on which day the person or a firm or a partnership firm or a company who or which was carrying on an industrial activity within the city limits of Bagalkot;

(e) **'Authority'** means Bagalkot Town Development Authority;

(f) **'City Limits of Bagalkot'** means the area of Bagalkot City which falls within 525 meters from Mean Sea Level (MSL);

(g) '**Entrepreneur**' means a person or a firm or a partnership firm or a company duly established by law and authorised to carry an Industrial activity;

(h) **'Form'** means a form appended to these rules;

(i) **'Industrial activity'** means an activity concerned with the processing of raw materials and manufacture of goods from those materials and includes activities laid down in Annexure-I appended to these rules, but does not include home and service industries;

(j) **'Industrial Estate'** means any area comprised in any of the layouts formed in the New Township of Bagalkot, selected by the Authority to build factory sheds or other buildings for the use of any industry or class of industries;

(k) **'Industrial site or Area'** means any site or area situated in any of the layouts in the New Township of Bagalkot and demarcated by the Authority for Industrial purposes and declared to be an Industrial Area by the Authority, which is to be developed for the purpose of accommodating Industries and where industrial infrastructural facilities and amenities are to be provided, and includes any Industrial Estate;

(l) **'Project Affected Entrepreneur'** means a person, or a firm, or a partnership firm, or a company who or which was carrying on an industrial activity on the appointed day within the City Limits of Bagalkot.

3. **Categories of Industrial Sites or Areas.-** The categories of Industrial sites or areas, their respective sizes and their values for allotment will be as follows, namely:-

Category	Area in Square meters.	Value in Rupees
I	285 Square meters and below	Rs.130 per Square meter.
II	Exceeding 285 Square meters and upto 360 Square meters.	Rs.175 per Square meter.
III	Exceeding 360 Square meter	Rs.225 per Square meter.

4. **Eligibility for Allotment of Industrial Sites.-** (1) A **Project Affected Entrepreneur** carrying on an industrial activity in the **City Limits of Bagalkot** on the appointed day and who intends to carry on the said industrial activity in the New Township of Bagalkot, is eligible to apply for a single industrial site of the required size or category, but such person should not have been already allotted an industrial site in the New Township of Bagalkot.

(2) A Project Affected Entrepreneur is eligible to seek allotment of an industrial site of any of the specified size required for his industrial activity on Lease cum Sale basis, but he has to indicate the nature and the place of the industrial activity he was carrying on in the City Limits of Bagalkot on the Appointed Day and produce documents in support thereof.

(3) A Project Affected Entrepreneur is entitled to one industrial site only:

Provided that in appropriate cases where the eligibility is shown , the Authority is empowered to allot more than one site in accordance with these rules.

5. Procedure for Allotment of Industrial Site.- (1) Industrial sites demarcated and earmarked for the said purpose and which are available for allotment, shall be duly notified by the Authority by publication in the local news papers having wide circulation in the district and by affixing notices on the notice boards of the offices of the Authority, the Deputy Commissioner, District Industries Centre and the Chamber of Commerce, Bagalkot.

(2) The notification issued under sub-rule (1) shall contain the following details, namely:-

(a) the commencement of the date on which applications are to be filed;
(b) the last date for filing such applications;
(c) the date on which the allotment will take place;
(d) the manner in which the result of the allotment will be intimated to the applicant;
(e) the amount of registration fee to be sent alongwith the application for registration;
(f) the time and date for payment of the consideration amount;
(g) the documents to be filed along with the application, showing the eligibility of the Project Affected Entrepreneur to apply for industrial site.

(3) The Project Affected Entrepreneur shall apply in Form-I, for allotment of an industrial site, indicating the category of the site applied for.

(4) The application shall be filed along with documents in proof of showing the eligibility of the Project Affected Entrepreneur for allotment, and may be filed in the Office of the Authority or be sent by Registered Post Acknowledgement Due, so as to reach the office of the Authority on or before the time and date fixed for receipt of the applications. Applications received beyond the prescribed time and date, or which are defective or incorrect, or filed without the requisite documents, are liable to be rejected by the Authority, and the decision of the Authority in this regard is final.

(5) Every application for allotment of an industrial site shall be made along with the registration fees equivalent to ten percent of the site value and the initial deposit equivalent to…… per cent of the site value.

(6) Applications of the Project Affected Entrepreneur applying for more than one industrial site, shall accompany the necessary documents showing that he was carrying on more than one industrial activity in more than one site on the appointed day. The applicant has to pay separate registration fee and initial deposit for each site.

(7) Subject to availability of sites the Authority may allot the sites on the basis of first come first served or by draw of lots.

(8) After the allotment on the specified day, the Authority shall inform in Form-II to the concerned Project Affected Entrepreneur about the allotment in his favour and inform him the date on which he has to pay the consideration amount and execute the agreement in Form-III.

6. Conditions for Allotment of Industrial site.- The allotment of the Industrial sites are subject to the following conditions, namely:-

(a) The allottee shall, within a period of thirty days from the date of receipt of allotment letter, pay to the Authority the entire site value , after deducting the initial deposit. If the entire amount is not paid within the said period of thirty days, the allotment shall be cancelled without any further intimation in this regard.

(b) After payment is made under clause (a), the Authority shall call upon the allottee to execute a Lease cum Sale agreement in Form-III, the duration of which shall be ten years, from the date of

execution of such agreement by the allottee. If the agreement is not executed within forty-five days from the date on which the Authority has called upon the allottee to execute the agreement, the allotment shall stand cancelled and the amount paid by the allottee, after deducting such expenses as has been incurred by the Authority, shall be refunded to him.

(c) Until the site is conveyed to the allottee, the amount paid by the allottee for the purchase of site, shall be held by the Authority as a security deposit for a period not exceeding forty five days for the due performance of the terms and conditions of the allotment and the execution of Lease cum Sale agreement entered into between the Authority and the allottee.

(d) With effect from the date of taking possession of the site , the allottee ,or his heirs , or his successors shall be liable to pay all taxes, fees and cess legally payable in respect of the site .

(e) If the particulars furnished by the applicant in the form for the allotment of site, are found to be incorrect or false, the site value, deposited by the allottee shall be forfeited and the allotment of site shall be cancelled by the Authority.

(f) The construction over the allotted sites shall be made by the allottee himself subject to the condition that the plan is to be approved by the Authority .

(g) The allottee shall complete the construction within a period of twelve months from the date of taking possession of the site, failing which the allotment is liable to be cancelled without any amount being refunded to him.

(h) The expenses on account of stamp duty, registration fees and any other incidental charges in respect of the conveyance shall be borne by the allottee.

7. Powers vested in the Authority.- (1) The Authority is empowered to allot a site of bigger dimension than the one comprised in category-III, in accordance with these rules.

(2) The authority may allot the site of any dimension irrespective of the dimension applied for by the applicant and the decision of the authority in this regard shall be final.

(3) The rates specified in these rules shall be valid for a period of three years from the date of commencement of these rules and are subject to revision after the said period of three years.

(4) The Authority shall have power to add to or delete any industrial activity from, the list in Annexure-I.

(5) The Authority shall have the power to amalgamate two or more sites for allotment.

(6) The Authority has the right to confirm any transaction of Lease or Lease cum Sale. The Authority has also the right to cancel any such transaction after recording its reasons. When such transaction is cancelled the amount received from the allottee as deposit shall be refunded to him without interest:

Provided that the Authority shall not cancel the said transaction after the allottee has completed construction or has started business.

8. Restrictions and Conditions on the Sale of Industrial sites.- (1) The conveyance of the industrial sites and shops in favour of the allottee, hereinafter referred to as the Purchaser, shall be subject to the following restrictions, conditions and limitations, namely:-

(a) The allottee shall not alienate the site to any other person within a period of ten years from the date of execution of agreement under clause (b) of rule 6;

(b) The allottee shall under take and complete construction on the site within twelve months of taking possession thereof. He shall commence production within three months from the date of completion of the construction and shall not allow or permit any other person either to occupy the site and to construct or to run the industry;

(c) In the event of the allottee committing breach of any of the conditions, the Authority shall at any time after giving the allottee reasonable notice and time, resume the site free from all encumbrances;

Explanation.- In these rules the reference to the Authority shall be deemed to include reference to the Chief Engineer or any Subordinate Officer of the Authority authorized by it by a General Resolution, to exercise any power vested in the Authority.

(d) Notwithstanding anything contained in clauses (a) and (b), but without prejudice to the other provisions of rules 7 and 8, a purchaser on Lease cum Sale basis may, where for reasons beyond his control he was unable to occupy and run the industry in the allotted site or by reason of his insolvency or any other cause, it has become necessary for him to sell the site with building, shall apply to the Authority. The Authority shall with the previous approval of the Government,-

(i) require him to surrender the site with building, in its favour; or

(ii) permit him to sell the site with building:

Provided that if the allottee desires to surrender the site with building, the Authority shall pay back to the allottee, the value of the allotted site with building paid by the allottee, and where the Authority permits the allottee to sell the site with building, the Purchaser shall pay to the Authority a sum equal to the amount of interest at the rate of twelve percent per annum on the allotted value of the site with building.

9. Voluntary Surrender.- (1) The allottee is at liberty, at any time after the allotment , to surrender the site allotted to him by the Authority. Upon such surrender , the Authority shall refund all the amount paid by the purchaser in respect of the allotment of site except the registration fee.

(2) If the Authority is unable to allot sites to all the eligible applicants, then the entire registration fee and initial deposit paid by the applicant shall be refunded to him without interest.

(3) If an allottee is unable to carry on the industrial activity after the allotment but within the stipulated period of ten years due to death , then his heirs, with the written approval of the Authority, can sub-lease it to any other person for the purpose of carrying on any industrial activity and such sub-lessee is bound by the rules under which the site is allotted to the Allottee.

By Order and in the name of the Governor of Karnataka,

H. RODRIGUES

Under Secretary to Government, Revenue Department.

FORM - I

[See rule 5(3)]

Application for allotment of a Industrial Site

1. Name of the Applicant :
2. Category of Site applied for :
3. Nature of Industrial activity carried on by the Applicant. :
4. Date from which such activity being carried on. :
5. Place at which the said Industrial activity being carried on (details like C.T.S.No/ T.P.No.,Ward No. to be mentioned). :
6. Size of the Site in which the said industry was carried on. :
7. Size of the Site presently Applied for by the Applicant :
8. Documents in proof of Applicant's Claim for Site. :
9. Manner in which registration fee paid (Cash/cheque/ D.D.- in case of D.D. or cheques, Details to be mentioned) :

Place :Bagalkot.

Date :

Signature of the Applicant.

FORM-II

[See rule 5(7)]

No CE/BTDA/AE/2002-2003/

Office of the Chief Engineer,
BTDA, Bagalkot.
Board Resolution No……………

To,

Sri / Smt…………………..
…………………...............
…………………...............

Sir / Madam,

Subject: Lease Cum Sale of industrial Site No…… in B.T.D.A. industrial layout of New Bagalkot Township.

I write to inform you that the Lease Cum Sale of the above site which you had applied for has been allotted to you in the allotment held on ……… ….. and has been confirmed in your name.

You are therefore requested to pay the balance amount noted under column (4) within 30 days from the date of receipt of this letter.

1. Site No………, dimensions………..,
2. Total Cost of the Site Rs…………….per Sq.feet.
   is Rs………….
3. Amount already paid by you as initial deposit Rs………….
4. Balance due to be paid within thirty days Rs………………

On payment of the full value you are required to execute an agreement after which possession certificate will be issued.

Yours Sincerely,
Chief Engineer / Officer ,
B.T.D.A., Bagalkot

FORM III

[See rule 5(7)]

This agreement entered into on this………………….day of ………………… Two thousand and Two Between Sri / Smt ……………. …….. Son / Daughter / Wife of ………………….. aged………. Years residing in …………(hereinafter called the First party which term means and includes his / her heirs, assignees, administrators, and legal representatives) and the Bagalkot Town Development Authority represented by its Chief Engineer / Officer ,
(hereinafter called Second party) witnesses as follows :

Whereas , the First party has been allotted the site described in the schedule from the Second Party on……….. and the said allotment has been confirmed;

And, whereas, according to the conditions of allotment, the Allottee is to execute an agreement binding himself / herself to construct over the site according to the plan and design to be approved by the Bagalkot Town Development Authority, Bagalkot subject to further conditions upon which the site was allotted ;

And, whereas, the First Party has also paid the full value of the site namely…………… to the Second party the receipt of which sum the Second party acknowledges.

Now, therefore, it is hereby agreed as follows :--

1. The First Party shall be bound by the provisions contained in the Bagalkot Town Development Authority (Allotment of Industrial Sites) Rules, 2004.

2. The First Party shall construct on the site a building which is required to be located on an Industrial site, as per plans and designs approved by the Bagalkot Town Development Authority and to complete the same within a period of 12 months from the date of taking possession. The Authority may, for sufficient reasons, extend the time for such construction.

3. The site which has been designed as a unit, shall not be divided into parts in any circumstance ;

4. Only one building shall be constructed in each unit and it shall not include any apartments to the building, whether attached thereto or used for any other purpose .

5. The level of the floor, and drain-holes shall be fixed and proper cement lined drains and sewer shall be constructed by the parties to let off sullage and sewerage from the premises into the Bagalkot Town Development Authority Sewage System.

6. The Plinth level of the building shall be at least 45 centimeters higher than the level of the road.

7. All the walls and flooring shall be provided with damp courses in marshy and damp sites.

8. Only cement mortar shall be used for the foundation and basement of all structures wherever the site is marshy or is in damp area.

9. The Building Bye-laws of the Town Planning Authority / City Municipal Council shall be complied with.

10. No garages or out-houses shall be constructed in front of the buildings, adjoining or near the road.

11. No material of a perishable or combustible nature shall be used in the construction of the building.

12. The Chief Engineer of the Second Party shall have the power of fixing the type of frontages in the front to be adopted on any particular street and shall have power of fixing the direction of frontage for the corner site at the junction of two roads.

13. No pits shall be dug on the site for earth, and for building purposes.

14. The Second Party shall execute the Lease cum Sale deed in respect of the schedule property only after building has been put up thereon. The entire cost of executing the Lease cum Sale deed, including the stamp duty and registration charges shall be borne by the First party.

15. If the First Party fails to comply with any of the conditions of this agreement, the Second Party may resume the site along with constructions put up thereon. The Second Party may resell the same by public auction or reallot the same to any other person at such price as it may determine. After defraying the expenses of such resale twenty-five per cent of the purchase money paid by the First Party shall be forfeited to the Second Party and the balance amount shall be payable to the First Party or such other person entitled to receive such balance.

16. The First party shall not alienate the allotted industrial site in favour of a third party , for a period of 10 years from the date of registration of this agreement and the First party agrees that breach of any of the Rules or of any condition of this agreement will result in forfeiture of the site in favour of the Second party.

SCHEDULE

Site No……………….. formed by the Bagalkot Town Development Authority,Bagalkot, in Sector No. …… in the B.T.D.A. industrial layout at the New Bagalkot Township.

Site Bounded On:

East by :
West by :
North by :
South by :
East to West: North to South:

In token thereof both the First and Second Party have affixed their signatures to this agreement on the ……day of ………….2004 in the presence of the witnesses who have affixed their signatures to this agreement.

Witnesses:--

1. First Party.
2. Second Party.

A N N E X U R E – I

[See rule 2(i)]

LIST OF INDUSTRIAL ACTIVITIES

1) Rexene Bag Manufacturing
2) Brass pots
3) Carpentry/Wooden furniture.
4) Grain Polishing Mills.
5) Handlooms.
6) Bakery Industry.
7) Lime Kiln
8) Milk Dairy.
9) Oil Expeller/Oil Ghana.
10) Paper Envelopes and paper plates, paper industry.
11) Leather tanning industry.
12) Saw Mill.
13) Fabrication/Welding industry.
14) Cushion works/Gadi factory.
15) Chemical Industry.
16) Enamel Work.
17) Precast units.
18) Precast Cement concrete works.

H. RODRIGUES

PR-557 Under Secretary to Government, Revenue Department.

NOTIFICATION No. RD 70 REH 2003, Bangalore, 3rd September 2004

Where as the draft Bagalkot Town Development Authority (Allotment of Industrial Sites) Rules 2004 was published as required by sub section 69 of the Karnataka Improvement Boards, Act 1976 (Karnataka Act 11 of 1976) in Notification No. RD 70 REH 2003, dated: 4.2.2004 in part-IV 'A' of the Karnataka Gazette (Extra ordinary) dated: 26.2.2004 inviting objections and suggestions from all persons likely to be affected there by and notice is hereby given that the said draft will be taken into consideration after expiry of thirty days from the date of its publication in the official gazette.

And where as, the said Gazetter was made available to the public on 26/2/2004.

And where as, no objections and suggestions received within the period specified above.

Now, therefore, in exercise of the powers conferred by section-69 of the Karnataka Improvement, Board Act, 1976 (Karnataka Act-II of 1978) the Government of Karnataka hereby makes the following rules namely:-

1. **Title and commencement.-** (1) These rules may be called Bagalkot Town Development Authority (Disposal of Corner Sites) Rules, 2003.

(2) They shall come into force from the date of their publication in the Official Gazette.

2. **Definitions.-** (1) "Act" means the Karnataka Improvement Boards Act, 1976;

(2) "Authority" means the Bagalkot Town Development Authority, Bagalkot;

(3) "Auction Purchaser" means a person who as purchased a corner site in the auction held by the Authority under these rules;

(4) "Corner Site" means a site at the junction of two roads having more than one side of the site facing the roads.

3. **Eligibility to apply for the Corner site.-** Any Indian National having attained the age of majority, is competent to bid for a corner site in the public auction.

4. **Categories and number of corner sites.-** The categories and number of corner sites and their sizes, which are available for public auction shall be notified by the Authority.

5. **Auction of corner sites.-** (1) Whenever the Authority has formed a layout or an extension of layout in pursuance of any scheme, the Authority may, subject to the general or special orders of the Government, dispose off any or all the corner sites in such layouts or extension of layouts, by public auction, in accordance with these rules.

(2) Due publicity shall be given in respect of the corner sites to be auctioned specifying their location, number, dimension and the percentage of the highest bid amount to be deposited and such other particulars as the Authority may consider necessary, by affixing a notice to the Notice Board of the Office of the Authority and any other Office as the Authority may decide from time to time and by publication in not less than two daily news papers published in English and Kannada, having a wide circulation in the North Karnataka.

6. **Reservation of corner sites.-** (1) The Authority may reserve corner sites in any area for allotment to any specified class of institution, body or Municipal Council of the City of Bagalkot, at such rates as the Authority may decide.

(2) Where the corner sites are reserved under sub-rule (1), the procedure to be followed for the allotment of these sites shall, subject to the general or special orders of the Government, be determined by the Authority.

7. **Conditions of auction sale of corner sites.-** (1) The Authority or such other Officer authorized by the Authority, to conduct the auction sale, may fix the amount by which the successive bids may be raised, but which shall not be less than ruppes seventy five per square feet.

(2) The Officer conducting the auction sale shall have the right to accept or refuse any bid without assigning any reason.

(3) Persons who intend to participate in the public auction shall deposit, with the Authority, an amount of Rs.4,000/- if they intend to bid for site of either Category 'A' or Category 'B' and an amount of Rs.10,000/-, if they intend to bid for a site of either Category 'C' or Category 'D' or Category 'E'. The respective successful bidders shall deposit 25% of the bid amount on the spot, failure to which the respective deposit amount will be forfeited by the Authority. The respective deposit amount will be refunded to the unsuccessful bidder.

Explanation.- For the purpose of this rule, Category 'A', 'B', 'C', 'D' and 'E' means such category as may be notified by the Authority under rule 4.

(4) An unsuccessful bidder in an auction may participate in the next public auction, if he does not obtain the refund of the amount deposited by him with the Authority.

(5) Persons who have deposited Rs.4,000/- can bid for site of either Category 'A' or Category 'B' and likewise, persons who have deposited Rs.10,000/- can bid for the site, of either Category 'C' or Category 'D' or Category 'E'.

(6) The auction purchaser whose bid is accepted shall pay the balance amount after deducting the amount deposited under sub-rule (3) within 45 days from the date of receipt of intimation letter as in Form I, communicating the confirmation of the sale, in default of which the deposit of 25% made by such auction purchaser shall be liable to be forfeited to the Authority and the Authority shall be entitled to resell the site and in such an event of resale, the defaulting auction purchaser shall be liable to make good any loss suffered by the Authority on account of such resale.

(7) The Authority may grant extension of time, not exceeding ninety days, for depositing the balance of the bid amount. Whenever the amount is paid during such extended period, the auction purchaser shall also pay interest thereon at 18% per annum and a penalty of Rs.500/- and failing which, the Authority shall be entitled to forfeit the deposit made by the auction purchaser and resell the site at the risk of the auction purchaser.

(8) The site which has been designed and auctioned as a unit, shall not be allowed to be split up into two or more sites without obtaining the previous approval of the Authority.

(9) As soon as the full amount of the purchase money is paid, the auction purchaser shall execute an agreement in Form II and thereafter, he shall be put in possession of the site and a possession certificate be issued to him.

(10) One person can bid for one plot of either description, only.

(11) The auction purchaser has to construct a building of a requisite specification, within two years from the date on which possession certificate is issued to him, failing which, the possession certificate is likely to be cancelled and the purchase amount forfeited in favour of the Authority.

(12) The site will be conveyed to the auction purchaser only after the completion of the construction of the building over the site by the purchaser. The expense on account of stamp duty, registration fees and any other incidental charges in respect of the conveyance shall be borne by the auction purchaser.

(13) The auction purchaser shall construct a building on the site as per the plans and designs approved, and as per rules laid down, by the Authority.

(14) The site sold in the auction is non-transferable for a period of ten years from the date of its conveyance.

(15) The auction purchaser has to utilize the residential corner site for residential purposes only and commercial corner site for commercial purposes only and he is not permitted to use it for any other purpose.

(16) If an auction purchaser violates any of the conditions or rules, then the Authority has the right to forfeit the site and demolish the construction. Such defaulting auction purchaser is barred from acquiring any site in any manner in the New Township, in future.

(17) The auction purchaser shall be bound to comply with all other conditions in the agreement.

8. Decision of the Authority.- The Authority shall have the right to confirm or cancel any sale in auction without assigning any reason and when the sale is canceled, the amount received from the auction purchaser shall be refunded to him.

By Order and in the name of the Governor of Karnataka,

H. RODRIGUES

PR-555 Under Secretary to Government, Revenue Department.

EDUCATION SECRETARIAT

NOTIFICATION No. ED 33 SLB 2000, Bangalore, dated: 1st January 2004

The draft of the following rules further to amend the Karnataka Education Department Service (Department of Public Instruction) (Recruitment) Rules, 1967 which the Government of Karnataka proposes to make in exercise of the powers conferred by sub-section (1) of section 3 read with section 8 of the Karnataka State Civil Services Act, 1978 (Karnataka Act 14 of 1990) is hereby published as

required by clause (a) of sub-section (2) of section 3 of the said Act for the information of persons likely to be affected thereby and notice is hereby given that the said draft will be taken into consideration after fifteen days from the date of its publication in the Official Gazette.

Any objection or suggestion which may be received by the State Government from any person with respect to the said draft before the expiry of the period specified above will be considered by the State Government. Objections and suggestions may be addressed to the Secretary to government, Education Department (Primary and Secondary Education) Multistoried Building, Dr. Ambedkar Veedhi, Bangalore-560 001.

DRAFT RULES

1. **Title and commencement:-** (1) These rules may be called the Karnataka Education Department Services (Department of Public Instruction) (Recruitment) (Amendment) Rules, 2003.

(2) They shall come into force on the date of their publication in the Official Gazette.

2. **Amendment of Schedule:-** In the Scheduled to the Karnataka Education Department Services (Department of Public Instruction) (Recruitment) Rules, 1967 in the entries relating to the category of posts of Superintendents, Accounts Branch, Office of the Director of Public Instruction at serial number 79, in column 4, for the words "with ten years experience" the words "with not less than five years of service in the cadres specified in column 3 and if a person who has put in not less than five years of service is not available a person who has put in not less than three years of service may be considered" shall be substituted.

By Order and in the name of the Governor of Karnataka,

SIDDALINGAIAH

P.R. 558 Under Secretary to Government, Education Department (Secondary).

ಕಂದಾಯ ಸಚಿವಾಲಯ

ತಿದ್ದುಪಡಿ ಸಂಖ್ಯೆ: ಕಂಇ 495 ಮುನೋಮು 2004, ಬೆಂಗಳೂರು, ದಿನಾಂಕ: 24ನೇ ಆಗಸ್ಟ್ 2004

ಸರ್ಕಾರದ ಅಧಿಸೂಚನೆ ಸಂಖ್ಯೆ: ಕಂಇ 42 ಮುನೋಮು 2004, ದಿನಾಂಕ: 13.07.2004 ರಲ್ಲಿನ "ಷೇರು" ಗಳನ್ನು ಎಂಬ ಪದದ ಬದಲು "ಬಾಂಡ್" ಗಳೆಂದು ಮತ್ತು ದಿನಾಂಕ: 12.3.2004 ಬದಲಾಗಿ 12.03.2003 ಎಂದು ತಿದ್ದಿ ಓದಿಕೊಳ್ಳತಕ್ಕದ್ದು.

ಕರ್ನಾಟಕ ರಾಜ್ಯಪಾಲರ ಆಜ್ಞಾನುಸಾರ ಮತ್ತು ಅವರ ಹೆಸರಿನಲ್ಲಿ,

ಡಿ.ಎನ್. ಶ್ರೀಮುಖಿ

ಪಿ.ಆರ್. 540 ಸರ್ಕಾರದ ಅಧೀನ ಕಾರ್ಯದರ್ಶಿ,
ಕಂದಾಯ ಇಲಾಖೆ (ನೋಂದಣಿ ಮತ್ತು ಮುದ್ರಾಂಕ).

ಸಹಕಾರ ಸಚಿವಾಲಯ

ತಿದ್ದುಪಡಿ ಸಂಖ್ಯೆ: ಸಇ 78 ಎಂಆರ್ಇ 2004, ಬೆಂಗಳೂರು, ದಿನಾಂಕ: 28ನೇ ಆಗಸ್ಟ್ 2004

ಸರ್ಕಾರದ ಅಧಿಸೂಚನೆ ಸಂಖ್ಯೆ: ಸಇ 78 ಎಂಆರ್ಇ 2004, ದಿನಾಂಕ: 28.2.2004ರ ಎರಡನೆಯ ಸಾಲಿನಲ್ಲಿ ಓದಲಾದ "ಸರ್ಕಾರವು ಅಧಿಸೂಚನೆ ಸಂಖ್ಯೆ: ಸಇ 56 ಎಂಆರ್ಇ 2001, ದಿನಾಂಕ: 24.3.2003 ರನ್ವಯ ರಚಿಸಿರುವ" ಎಂಬುದನ್ನು "ಸರ್ಕಾರವು ಅಧಿಸೂಚನೆ ಸಂಖ್ಯೆ: ಸಇ 56 ಎಂಆರ್ಇ 2001, ದಿನಾಂಕ: 29.10.2003 ರನ್ವಯ ರಚಿಸಿರುವ" ಎಂದು ಓದುವುದು.

ಕರ್ನಾಟಕ ರಾಜ್ಯಪಾಲರ ಆಜ್ಞಾನುಸಾರ ಮತ್ತು ಅವರ ಹೆಸರಿನಲ್ಲಿ,

ಬಿ.ಎಸ್. ಜಾಪಾಲಿ

ಪಿ.ಆರ್. 542 ಸರ್ಕಾರದ ಅಧೀನ ಕಾರ್ಯದರ್ಶಿ, ಸಹಕಾರ ಇಲಾಖೆ.

ಕಂದಾಯ ಸಚಿವಾಲಯ

ಅಧಿಸೂಚನೆ ಸಂಖ್ಯೆ: ಕಂಇ 211 ಎಲ್ಆರ್ಎ 2004, ಬೆಂಗಳೂರು, ದಿನಾಂಕ: 31ನೇ ಆಗಸ್ಟ್ 2004

ಕರ್ನಾಟಕ ಭೂ ಸುಧಾರಣೆ ಅಧಿನಿಯಮ, 1961ರ ಕಲಂ 48ರ ಉಪ ಕಲಂ (1) ರಿಂದ (3) ರಲ್ಲಿ ಪ್ರದತ್ತವಾದ ಅಧಿಕಾರವನ್ನು ಚಲಾಯಿಸಿ ಸರ್ಕಾರಿ ಅಧಿಸೂಚನೆ ಸಂಖ್ಯೆ: ಕಂಇ 61 ಎಲ್ಆರ್ಎ 2000, ದಿನಾಂಕ: 7.12.2001 ರಲ್ಲಿ ಕಾರ್ಕಳ ಭೂನ್ಯಾಯ ಮಂಡಳಿಗೆ ವಿಶೇಷ ಭೂ ಸ್ವಾಧೀನಾಧಿಕಾರಿ, ಮಹಾನಗರ ಪಾಲಿಕೆ, ಮಂಗಳೂರು, ಇವರನ್ನು ಅಧ್ಯಕ್ಷರಾಗಿ ಮಾಡಿದ ನೇಮಕಾತಿಯನ್ನು ಮಾತ್ರ; ಸರ್ಕಾರಿ ಅಧಿಸೂಚನೆ ಸಂಖ್ಯೆ: ಕಂಇ 21 ಎಲ್ಆರ್ಎ 2002, ದಿನಾಂಕ: 31.12.2003 ರಲ್ಲಿ ಕಾರ್ಕಳ ಹೆಚ್ಚುವರಿ ಭೂ ನ್ಯಾಯ ಮಂಡಳಿ-1 ಮತ್ತು 2ಕ್ಕೆ ಸಹಾಯಕ ಆಯುಕ್ತರು, ಹೆಚ್ಚುವರಿ ಭೂ ನ್ಯಾಯ ಮಂಡಳಿ, ಉಡುಪಿ ಇವರನ್ನು ಅಧ್ಯಕ್ಷರನ್ನಾಗಿ ಮಾಡಿದ ನೇಮಕಾತಿಯನ್ನು ಮತ್ತು ಸರ್ಕಾರಿ ಅಧಿಸೂಚನೆ ಸಂಖ್ಯೆ: ಕಂಇ 4 ಎಲ್ಆರ್ಎ 2002, ದಿನಾಂಕ: 9.10.2003 ರಲ್ಲಿ ಉಡುಪಿ ಹೆಚ್ಚುವರಿ ಭೂ ನ್ಯಾಯ ಮಂಡಳಿ 1, 2 ಮತ್ತು 3ರ ಭೂ ನ್ಯಾಯ ಮಂಡಳಿಗಳಿಗೆ ಶ್ರೀ ಭಕ್ತರಾಮೇಗೌಡ, ಸಹಾಯಕ ಆಯುಕ್ತರು ಇವರನ್ನು ಅಧ್ಯಕ್ಷರನ್ನಾಗಿ ನೇಮಿಸಿದ್ದನ್ನು ತಕ್ಷಣದಿಂದ ಜಾರಿಗೆ ಬರುವಂತೆ ರದ್ದುಗೊಳಿಸಿ ಅವರ ಬದಲಾಗಿ ಈ ಕೆಳಕಂಡ ಅಧಿಕಾರಿಗಳನ್ನು ತಕ್ಷಣದಿಂದ ಜಾರಿಗೆ ಬರುವಂತೆ ಹಾಗೂ ಮುಂದಿನ ಆದೇಶದವರೆಗೆ ಸದರಿ ಭೂ ನ್ಯಾಯ ಮಂಡಳಿಗಳಿಗೆ ಅಧ್ಯಕ್ಷರನ್ನಾಗಿ ನೇಮಕ ಮಾಡಿ ಆದೇಶ ಹೊರಡಿಸಿದೆ.

ಕ್ರ.ಸಂ.	ಭೂ ನ್ಯಾಯ ಮಂಡಳಿ ಹೆಸರು	ಅಧ್ಯಕ್ಷರು
1	ಕಾರ್ಕಳ ತಾಲ್ಲೂಕು, ಭೂ ನ್ಯಾಯ ಮಂಡಳಿ.	ಉಡುಪಿ ಜಿಲ್ಲೆಯ ಜಿಲ್ಲಾಧಿಕಾರಿಗಳ ಕೇಂದ್ರಸ್ಥಾನಿಕ ಸಹಾಯಕರು.
2	1ನೇ ಹೆಚ್ಚುವರಿ ಭೂನ್ಯಾಯ ಮಂಡಳಿ, ಕಾರ್ಕಳ ತಾಲ್ಲೂಕು.	ಉಡುಪಿ ಜಿಲ್ಲೆಯ ಜಿಲ್ಲಾಧಿಕಾರಿಗಳ ಕೇಂದ್ರಸ್ಥಾನಿಕ ಸಹಾಯಕರು.
3	2ನೇ ಹೆಚ್ಚುವರಿ ಭೂನ್ಯಾಯ ಮಂಡಳಿ, ಕಾರ್ಕಳ ತಾಲ್ಲೂಕು.	ಉಡುಪಿ ಜಿಲ್ಲೆಯ ಜಿಲ್ಲಾಧಿಕಾರಿಗಳ ಕೇಂದ್ರಸ್ಥಾನಿಕ ಸಹಾಯಕರು.
4	1ನೇ ಹೆಚ್ಚುವರಿ ಭೂನ್ಯಾಯ ಮಂಡಳಿ, ಉಡುಪಿ ತಾಲ್ಲೂಕು (ಕಾಪು ಹೋಬಳಿ).	ವಿಶೇಷ ಭೂ ಸ್ವಾಧೀನಾಧಿಕಾರಿ, ಕೆ.ಐ.ಎ.ಡಿ.ಬಿ., ಬೈಕಂಪಾಡಿ, ಮಂಗಳೂರು.
5	2ನೇ ಹೆಚ್ಚುವರಿ ಭೂನ್ಯಾಯ ಮಂಡಳಿ, ಉಡುಪಿ ತಾಲ್ಲೂಕು (ಬ್ರಹ್ಮಾವರ ಹೋಬಳಿ).	ವಿಶೇಷ ಭೂ ಸ್ವಾಧೀನಾಧಿಕಾರಿ, ಕೆ.ಐ.ಎ.ಡಿ.ಬಿ., ಬೈಕಂಪಾಡಿ, ಮಂಗಳೂರು.
6	3ನೇ ಹೆಚ್ಚುವರಿ ಭೂನ್ಯಾಯ ಮಂಡಳಿ, ಉಡುಪಿ ತಾಲ್ಲೂಕು (ಉಡುಪಿ ಹೋಬಳಿ).	ವಿಶೇಷ ಭೂ ಸ್ವಾಧೀನಾಧಿಕಾರಿ, ಕೆ.ಐ.ಎ.ಡಿ.ಬಿ., ಬೈಕಂಪಾಡಿ, ಮಂಗಳೂರು.

ಈ ಅಧಿಸೂಚನೆಯಲ್ಲಿ ಅಧ್ಯಕ್ಷರಾಗಿ ನೇಮಕಗೊಂಡಿರುವ ಉಡುಪಿ ಜಿಲ್ಲೆಯ ಕೇಂದ್ರಸ್ಥಾನಿಕ ಸಹಾಯಕರು ಮತ್ತು ವಿಶೇಷ ಭೂ ಸ್ವಾಧೀನಾಧಿಕಾರಿ, ಕೆ.ಐ.ಎ.ಡಿ.ಬಿ., ಬೈಕಂಪಾಡಿ, ಮಂಗಳೂರು ಇವರುಗಳನ್ನು ಕರ್ನಾಟಕ ಭೂ ಸುಧಾರಣೆ ಅಧಿನಿಯಮ, 1961ರ 2ನೇ ಕಲಂನ 5(ಎ) ಉಪ ಕಲಂ ಅಡಿಯಲ್ಲಿ ಭೂ ಸುಧಾರಣೆಯ ವಿಶೇಷ ಸಹಾಯಕ ಆಯುಕ್ತರು ಎಂದು ನೇಮಿಸಲಾಗಿದೆ.

ಕರ್ನಾಟಕ ರಾಜ್ಯಪಾಲರ ಆದೇಶಾನುಸಾರ ಮತ್ತು ಅವರ ಹೆಸರಿನಲ್ಲಿ,

ಕೆ.ವಿ. ಪ್ರಸಾದ್

ಪಿ.ಆರ್. 541 ಸರ್ಕಾರದ ಅಧೀನ ಕಾರ್ಯದರ್ಶಿ, ಕಂದಾಯ ಇಲಾಖೆ (ಭೂಸುಧಾರಣೆ).

ENERGY SECRETARIAT

NOTIFICATION No. DE 64 PPC 2004, Bangalore, dated: 30th August 2004

In exercise of the powers conferred under Article 30 (1) (a) of the Memorandum of Association and Articles of Association of Visveswaraiah Vidyuth Nigam Limited. Smt. Aditi Raja, Director (Finance), Karnataka Power Transmission Corporation Limited, is appointed as Director on the Board of Visveswaraiah Vidyuth Nigam Limited. with immediate effect and until further orders, vice Shri S. Puttasubbappa retired.

By Order and in the name of the Governor of Karnataka,

K.L. JAYARAM

P.R. 543 Under Secretary to Government, Energy Department.

ನಗರಾಭಿವೃದ್ಧಿ ಸಚಿವಾಲಯ

ಅಧಿಸೂಚನೆ ಸಂಖ್ಯೆ: ನಅಇ 193 ಬೆಮಪ್ರಾ 2004, ಬೆಂಗಳೂರು, ದಿನಾಂಕ: 31ನೇ ಆಗಸ್ಟ್ 2004

ಕರ್ನಾಟಕ ನಗರ ಮತ್ತು ಗ್ರಾಮಾಂತರ ಯೋಜನಾ ಕಾಯ್ದೆ 1961ರ ಪ್ರಕರಣ 5 ರಡಿಯಲ್ಲಿ ಬಾದಾಮಿ ನಗರ ಯೋಜನಾ ಪ್ರಾಧಿಕಾರದ ಸ್ಥಳೀಯ ಯೋಜನಾ ಪ್ರದೇಶದ ಹಾಲಿ ಭೂ ಉಪಯೋಗಗಳ ನಿರ್ಧರಣಾ ದಿನಾಂಕವನ್ನು 1.08.2004 ಎಂದು ನಿಗದಿಪಡಿಸಲಾಗಿದೆ.

ವಿ. ಶ್ರೀಧರಮೂರ್ತಿ

ಪಿ.ಆರ್. 544 ಸರ್ಕಾರದ ಅಧೀನ ಕಾರ್ಯದರ್ಶಿ, ನಗರಾಭಿವೃದ್ಧಿ ಇಲಾಖೆ.

ಅಧಿಸೂಚನೆ ಸಂಖ್ಯೆ: ನಅಇ 193 ಬೆಮಪ್ರಾ 2004, ಬೆಂಗಳೂರು, ದಿನಾಂಕ: 31ನೇ ಆಗಸ್ಟ್ 2004

ಕರ್ನಾಟಕ ಯೋಜನಾ ಪ್ರಾಧಿಕಾರಗಳ ನಿಯಮಗಳು 1965ರ ನಿಯಮ 32ಎ ರನ್ವಯ ಬಾದಾಮಿ ಸ್ಥಳೀಯ ಯೋಜನಾ ಪ್ರದೇಶಕ್ಕೆ ಸ್ಥೂಲಾಭಿವೃದ್ಧಿ ಯೋಜನೆಯನ್ನು ತಯಾರಿಸಲು ಉದ್ದೇಶಿಸಿ ಬಾದಾಮಿ ನಗರ ಯೋಜನಾ ಪ್ರಾಧಿಕಾರವು ಕರ್ನಾಟಕ ನಗರ ಮತ್ತು ಗ್ರಾಮಾಂತರ ಯೋಜನೆ ಕಾಯ್ದೆ 1961ರ ಪ್ರಕರಣ 10 ರಡಿಯಲ್ಲಿ ಬಾದಾಮಿ ಸ್ಥಳೀಯ ಯೋಜನಾ ಪ್ರದೇಶಕ್ಕೆ ಸ್ಥೂಲಾಭಿವೃದ್ಧಿ ಯೋಜನೆಯನ್ನು ತಯಾರಿಸುವ ಉದ್ದೇಶವನ್ನು ಹೊಂದಿದೆ ಎಂದು ಈ ಮೂಲಕ ಸಾರ್ವಜನಿಕರ ಗಮನಕ್ಕೆ ತರಲಾಗಿದೆ.

ಸಾರ್ವಜನಿಕರು ಸಲಹೆ : ಸೂಚನೆಗಳನ್ನು ನಗರ ಯೋಜನಾ ಪ್ರಾಧಿಕಾರ ಕಛೇರಿ, ಬಾದಾಮಿ ಇವರ ಕಾರ್ಯಾಲಯಕ್ಕೆ ಕರ್ನಾಟಕ ಸರ್ಕಾರದ ರಾಜ್ಯಪತ್ರದಲ್ಲಿ ಪ್ರಕಟಣೆಗೊಂಡ ದಿನಾಂಕದಿಂದ ಎರಡು ತಿಂಗಳುಗಳ ಅವಧಿಯವರೆಗೆ ಖುದ್ದಾಗಿಯಾಗಲೀ ಅಥವಾ ನೋಂದಣಿ ಅಂಚೆಯ ಮೂಲಕವಾಗಲಿ ಸಲ್ಲಿಸುವಂತೆ ತಿಳಿಯಪಡಿಸಿದೆ.

ಕರ್ನಾಟಕ ರಾಜ್ಯಪಾಲರ ಆದೇಶಾನುಸಾರ ಮತ್ತು ಅವರ ಹೆಸರಿನಲ್ಲಿ,

ವಿ. ಶ್ರೀಧರಮೂರ್ತಿ

ಪಿ.ಆರ್. 545 ಸರ್ಕಾರದ ಅಧೀನ ಕಾರ್ಯದರ್ಶಿ, ನಗರಾಭಿವೃದ್ಧಿ ಇಲಾಖೆ.

ಕಂದಾಯ ಸಚಿವಾಲಯ

ಅಧಿಸೂಚನೆ ಸಂಖ್ಯೆ: ಕಂಇ 131 ಮುನೋಮು 2004, ಬೆಂಗಳೂರು, ದಿನಾಂಕ: 1ನೇ ಸೆಪ್ಟೆಂಬರ್ 2004

ಶಿವಮೊಗ್ಗ ನಗರ ಸಭೆಯ 30ನೇ ವಾರ್ಡಿನ ಗೋಪಾಳ ಸರ್ವೆ 14/1 ರಲ್ಲಿ "5" ಎಕರೆ 22 ಗುಂಟೆ ಜಮೀನು ಶ್ರೀ ಡಿ.ಆರ್. ರತ್ನಾಕರ (ಶ್ರೀ ಡಿ.ಆರ್. ಅಮರೇಂದ್ರ ಕಿರೀಟ, ಜಿ.ಪಿ.ಎ. ಹೋಲ್ಡರ್) ಇವರಿಗೆ ಸೇರಿದ್ದು, ಸದರಿ ಜಮೀನನ್ನು ಕೊಳಚೆ ನಿರ್ಮೂಲನಾ ಮಂಡಳಿಯವರು ಕೊಳಚೆ ಪ್ರದೇಶವೆಂದು ಅಧಿಸೂಚನೆ ಹೊರಡಿಸಿರುತ್ತಾರೆ. ಸದರಿ ಅಧಿಸೂಚನೆಯ ಬಗ್ಗೆ ಶ್ರೀ ಡಿ.ಆರ್. ಅಮರೇಂದ್ರ ಕಿರೀಟ ಇವರುಗಳು ಕರ್ನಾಟಕ ಉಚ್ಚ ನ್ಯಾಯಾಲಯಕ್ಕೆ ಹೋಗಿದ್ದು, ಉಚ್ಚ ನ್ಯಾಯಾಲಯವು ಶಿವಮೊಗ್ಗ ಜಿಲ್ಲಾಧಿಕಾರಿಗಳಿಗೆ ಈ ವಿಷಯದ ಬಗ್ಗೆ ಸೂಕ್ತವಾಗಿ ಪರಿಶೀಲಿಸಿ ಕಾನೂನು ರೀತಿಯ ಕ್ರಮ ಕೈಗೊಳ್ಳುವಂತೆ ಆದೇಶಿಸಿತ್ತು. ಆಗಿನ ಜಿಲ್ಲಾಧಿಕಾರಿಗಳು ಸದರಿ ವಿಷಯದ ಬಗ್ಗೆ ಕೂಲಂಕುಷವಾಗಿ ಪರಿಶೀಲಿಸಿ, ಸದರಿ ಜಮೀನನ್ನು ಕೊಳಚೆ ನಿರ್ಮೂಲನಾ ಮಂಡಳಿಗೆ ಒಪ್ಪಿಸಿ, ಸದರಿ ಜಮೀನಿನ ಬದಲಿಗೆ ಶಿವಮೊಗ್ಗ ನಗರಾಭಿವೃದ್ಧಿ ಮಂಡಳಿಯು ಕೊಳಚೆ ನಿರ್ಮೂಲನಾ ಮಂಡಳಿಗೆ ಕೊಡಲು ಒಪ್ಪಿದ್ದ ಜೆ.ಹೆಚ್. ಪಟೇಲ್ ಬಡಾವಣೆಯಲ್ಲಿ 4 ಎಕರೆ 33 ಗುಂಟೆ ಜಮೀನನ್ನು ಸದರಿ ವಾರಸುದಾರರಿಗೆ ಕೊಡುವಂತೆ ಆದೇಶಿಸಿದ್ದರು.

ಮಾನ್ಯ ಉಚ್ಚ ನ್ಯಾಯಾಲಯದ ಆದೇಶದ ಮೇರೆಗೆ ಶಿವಮೊಗ್ಗ ನಗರದ ಜೆ.ಹೆಚ್. ಪಟೇಲ್ ಬಡಾವಣೆಯಲ್ಲಿ 4 ಎಕರೆ 33 ಗುಂಟೆ ಪ್ರದೇಶವನ್ನು ಶಿವಮೊಗ್ಗ ನಗರ ಪ್ರಾಧಿಕಾರದಿಂದ ದಿನಾಂಕ: 21.11.2003 ರಂದು ಕರ್ನಾಟಕ ಕೊಳಚೆ ನಿರ್ಮೂಲನಾ ಮಂಡಳಿಗೆ ಹಸ್ತಾಂತರಿಸಿದ್ದು, ಸದರಿ ಸ್ವತ್ತನ್ನು ನೋಂದಣಿ ಮಾಡಲು ಮೂಲ ದಾಖಲಾತಿಗಳೊಂದಿಗೆ ಹಿರಿಯ ಉಪ ನೋಂದಣಾಧಿಕಾರಿಗಳು, ಶಿವಮೊಗ್ಗ ರವರಿಗೆ ಕಳುಹಿಸಲಾಗಿದೆ. ಹಿರಿಯ ಉಪ ನೋಂದಣಾಧಿಕಾರಿಗಳು ಶಿವಮೊಗ್ಗ ಇವರು ಸದರಿ ದಾಸ್ತವೇಜಿನಲ್ಲಿ ಅಡಕವಾಗಿರುವ ಅಂಶಗಳನ್ನು ಕೂಲಂಕಷವಾಗಿ ಪರಿಶೀಲಿಸಿ, ಸರ್ಕಾರದ ಅಧಿಸೂಚನೆ ಸಂಖ್ಯೆ: ಕಂಇ 144 ಮುನೋಮು 2003, ದಿನಾಂಕ: 23.04.2003 ರಲ್ಲಿ ದಿನಾಂಕ: 1.4.2003 ರಿಂದ ಜಾರಿಗೆ ಬರುವಂತೆ ಹೊರಡಿಸಲಾದ ಅಧಿಸೂಚನೆಯಲ್ಲಿ ನಗರಾಭಿವೃದ್ಧಿ ಪ್ರಾಧಿಕಾರದಿಂದ ಕೊಳಚೆ ನಿರ್ಮೂಲನಾ ಮಂಡಳಿಗೆ ಉಚಿತವಾಗಿ ನೀಡುವಂತಹ ದಸ್ತಾವೇಜುಗಳಿಗೆ ಮುದ್ರಾಂಕ ಮತ್ತು ನೋಂದಣಿ ಶುಲ್ಕದ ವಿನಾಯಿತಿ/ರಿಯಾಯಿತಿ ಪ್ರಕಟಿಸಿರುವುದಿಲ್ಲವೆಂದೂ ಹಾಗೂ ಈ ಸಂಬಂಧವಾಗಿ ಯಾವುದೇ ಸುತ್ತೋಲೆಯೂ ಸಹಾ ಹೊರಡಿಸಿರುವುದಿಲ್ಲವಾದ್ದರಿಂದ, ಈ ದಸ್ತಾವೇಜಿಗೆ ಸ್ವತ್ತಿನ ಮಾರುಕಟ್ಟೆ ಬೆಲೆಯಂತೆ ಮುದ್ರಾಂಕ ಮತ್ತು ನೋಂದಣಿ ಶುಲ್ಕ ಆಕರಣೆ ಮಾಡಬೇಕಾಗಿರುತ್ತದೆ ಎಂದು ತಿಳಿಸಿ, ಮುದ್ರಾಂಕ ಶುಲ್ಕ ರೂ.5,39,751-00 ಮತ್ತು ನೋಂದಣಿ ಶುಲ್ಕ ರೂ.63,060-00 ಗಳಾಗುತ್ತದೆ ಎಂದು ತಿಳಿಸಿರುತ್ತಾರೆ.

ಸದರಿ ಪ್ರಸ್ತಾವನೆಗೆ ನೋಂದಣಿ ಮಹಾ ಪರಿವೀಕ್ಷಕರ ಅಭಿಪ್ರಾಯ ಕೋರಲಾಗಿ, ನೋಂದಣಿ ಮಹಾಪರಿವೀಕ್ಷಕರು ಸದರಿ ಸ್ವತ್ತಿನ ನೋಂದಣಿಗೆ ಒಟ್ಟು (ಮುದ್ರಾಂಕ ಶುಲ್ಕ ರೂ.51,867-00 ಹಾಗೂ ನೋಂದಣಿ ಶುಲ್ಕ ರೂ.5,738-00) ರೂ.57,605-00 ಗಳಾಗುತ್ತದೆಂದು, ಸರ್ಕಾರದ ಆದೇಶ ಸಂಖ್ಯೆ: ಕಂಇ 144 ಮುನೋಮು 2003 ದಿನಾಂಕ: 23.04.2003ರ ಹಿನ್ನೆಲೆಯಲ್ಲಿ ಯಾವುದೇ ವಿನಾಯಿತಿ ಹಾಗೂ ರಿಯಾಯಿತಿ ಇಲ್ಲವೆಂದು, ಕೊಳಚೆ ನಿರ್ಮೂಲನಾ ಮಂಡಳಿಯವರು ಸಾರ್ವಜನಿಕ ಉದ್ದೇಶಕ್ಕೋಸ್ಕರ ವ್ಯವಹರಿಸುವ ಪ್ರಕರಣವಾಗಿದೆ ಹಾಗೂ ನ್ಯಾಯಾಲಯದ ಆದೇಶವಿರುವುದರಿಂದ ವಿನಾಯಿತಿ/ರಿಯಾಯಿತಿ ನೀಡಲು ಅಭ್ಯಂತರವಿಲ್ಲವೆಂದು, ಸರ್ಕಾರದ ಮಟ್ಟದಲ್ಲಿ ತೀರ್ಮಾನ ಕೈಗೊಳ್ಳಬಹುದೆಂದು ಅಭಿಪ್ರಾಯಪಟ್ಟಿರುತ್ತಾರೆ. ಹಿರಿಯ ಉಪ ನೋಂದಣಾಧಿಕಾರಿಗಳು ಸೂಚಿಸಿರುವ ಮುದ್ರಾಂಕ ಶುಲ್ಕ ಮತ್ತು ನೋಂದಣಿ ಶುಲ್ಕದ ಬೆಲೆಗೂ ಐ.ಜಿ.ಆರ್. ರವರು ಸೂಚಿಸಿರುವ ಮುದ್ರಾಂಕ ಶುಲ್ಕ ಮತ್ತು ನೋಂದಣಿ ಶುಲ್ಕದ ಬೆಲೆಗೂ ವ್ಯತ್ಯಾಸವಿರುತ್ತದೆ.

ಸದರಿ 4 ಎಕರೆ 33 ಗುಂಟೆ ಜಮೀನನ್ನು ಸರ್ಕಾರದ ಆದೇಶ ಸಂಖ್ಯೆ: ವಇ 10 ಕೋಮಂಇ 2000 ದಿನಾಂಕ: 26.7.2000ರ ಆದೇಶದ ಮೇರೆಗೆ ಶಿವಮೊಗ್ಗ ನಗರದ ಜೆ.ಪಿ. ಬಡಾವಣೆ ಕೊಳಚೆ ಪ್ರದೇಶದ ಜನರ ಅಭಿವೃದ್ಧಿಗಾಗಿ ಹಾಗೂ ಈ ಕೊಳಚೆ ಪ್ರದೇಶದ ನಿವಾಸಿಗಳು ಹಾಲಿ ಇರುವ ಕೊಳಚೆ ಪ್ರದೇಶದಿಂದ ಸ್ಥಳಾಂತರಗೊಳ್ಳಲು ಇಚ್ಛಿಸಿರುವುದಿಲ್ಲವೆಂಬುದನ್ನು ಪರಿಗಣಿಸಿ, ಈ ಕೊಳಚೆ ಪ್ರದೇಶದ 5 ಎಕರೆ 22 ಗುಂಟೆ ಖಾಸಗಿ ಜಮೀನಿನ ಭೂಮಾಲೀಕರಿಗೆ ಪರ್ಯಾಯ ಜಮೀನು ನೀಡಬೇಕಾಗಿದ್ದರಿಂದ ನಗರಾಭಿವೃದ್ಧಿ ಪ್ರಾಧಿಕಾರ, ಶಿವಮೊಗ್ಗವು ಉಚ್ಚ ನ್ಯಾಯಾಲಯದ ಆದೇಶದ ಮೇರೆಗೆ ಯಾವುದೇ ಪ್ರತಿಫಲವನ್ನು ಪಡೆಯದೆ ಮಂಡಳಿಗೆ 4 ಎಕರೆ 33 ಗುಂಟೆ ಉಚಿತವಾಗಿ ಹಸ್ತಾಂತರಿಸಿರುತ್ತದೆ.

ಆದ್ದರಿಂದ, ಕರ್ನಾಟಕ ಮುದ್ರಾಂಕ ಕಾಯಿದೆ 1957ರ ಕಲಂ 9(1) (ಎ) ರಲ್ಲಿ ಪ್ರದತ್ತವಾಗಿರುವ ಅಧಿಕಾರವನ್ನು ಚಲಾಯಿಸಿ, ಶಿವಮೊಗ್ಗ ನಗರ ಸಭೆಯ 30ನೇ ವಾರ್ಡಿನ ವ್ಯಾಪ್ತಿಯಲ್ಲಿ ಬರುವ ಗೋಪಾಳ ಸರ್ವೆ ನಂ.14/1 ರಲ್ಲಿನ 4 ಎಕರೆ 33 ಗುಂಟೆ ಜಮೀನನ್ನು ಹಸ್ತಾಂತರಿಸುವ ಬಗ್ಗೆ ಕೊಳಚೆ ನಿರ್ಮೂಲನಾ ಮಂಡಳಿಗೆ ಮುದ್ರಾಂಕ ಶುಲ್ಕದಲ್ಲಿ ಶೇಕಡ 50 ರಷ್ಟು ರಿಯಾಯಿತಿ ನೀಡಿ ಆದೇಶಿಸಿದೆ.

ಕರ್ನಾಟಕ ರಾಜ್ಯಪಾಲರ ಆದೇಶಾನುಸಾರ ಮತ್ತು ಅವರ ಹೆಸರಿನಲ್ಲಿ,

ಡಿ.ಎನ್. ಶ್ರೀಮುಖಿ

ಪಿ.ಆರ್. 546 ಸರ್ಕಾರದ ಅಧೀನ ಕಾರ್ಯದರ್ಶಿ, ಕಂದಾಯ ಇಲಾಖೆ (ನೋಂ. ಮತ್ತು ಮು.).

ಅಧಿಸೂಚನೆ ಸಂಖ್ಯೆ: ಆರ್‌ಡಿ 36 ಎಲ್‌ಜಿಪಿ 2004, ಬೆಂಗಳೂರು, ದಿನಾಂಕ: 3ನೇ ಸೆಪ್ಟೆಂಬರ್ 2004

ಕರ್ನಾಟಕ ಭೂ ಕಂದಾಯ ಕಾಯ್ದೆ 1964ರ ಸಬ್ ಸೆಕ್ಷನ್ (1) ಸೆಕ್ಷನ್ 94-ಎ ರನ್ವಯ ಪ್ರದತ್ತವಾದ ಅಧಿಕಾರವನ್ನು ಚಲಾಯಿಸಿ ಈ ಹಿಂದೆ ಈ ಅಧಿಸೂಚನೆ ದಿನಾಂಕದವರೆಗೆ ರಾಜ್ಯದಲ್ಲಿನ ತಾಲ್ಲೂಕು ಮಟ್ಟದಲ್ಲಿ ಬಗರ್ ಹುಕುಂ ಸಾಗುವಳಿ ಸಕ್ರಮೀಕರಣ ಹಾಗೂ ಬಗರ್ ಹುಕುಂ ಸಾಗುವಳಿ ಹೆಚ್ಚುವರಿ ಸಕ್ರಮೀಕರಣ ಸಮಿತಿಗಳನ್ನು ಪುನರ್ ರಚಿಸಿ ಹೊರಡಿಸಲಾದ ಎಲ್ಲಾ ಅಧಿಸೂಚನೆಗಳನ್ನು ಈ ಕೂಡಲೇ ಜಾರಿಗೆ ಬರುವಂತೆ ಹಿಂತೆಗೆದುಕೊಳ್ಳಲಾಗಿದೆ.

ಕರ್ನಾಟಕ ರಾಜ್ಯಪಾಲರ ಆದೇಶಾನುಸಾರ ಮತ್ತು ಅವರ ಹೆಸರಿನಲ್ಲಿ,

ಕೆ.ಎಸ್. ಶೇಂದ್ರಿ

ಪಿ.ಆರ್. 547 ಸರ್ಕಾರದ ಅಧೀನ ಕಾರ್ಯದರ್ಶಿ, ಕಂದಾಯ ಇಲಾಖೆ (ಭೂ.ಮಂ.).